S2 Student Clubs/Organizations
1 WRMC Public Records: Music Licenses Broadcast Music Inc.
1978-1993

BOX 3
FOLDER 9

AUG 0 1 1978

Broadcast Music, Inc. 40 West 57th Street, New York, N. Y. 10019 212 586-2000
Cable Address: Brocastmus NY

ALAN H. SMITH
VICE PRESIDENT
LICENSING

July 28, 1978

Dear Administrator:

More than four months have elapsed since BMI concluded its negotiations with the Higher Educational Panel and a license agreement form was sent you for signature. We appreciate the fact that the new copyright law which went into effect January 1, 1978 may be confusing to you or have raised many questions that you feel need answers. Nonetheless, we are puzzled by your silence.

I think it is important for you to realize that much of the exemption that colleges and universities may have had with regard to payment of musical performance license fees disappeared under the new copyright law revision. If you are using any music on your campus, it is almost certain that a substantial percentage of it is from within the BMI repertoire and such use, without our permission, may well be an infringement of those rights entrusted to us by our more than 55,000 affiliated writers and publishers.

I am sure that you, as the head of an educational institution, would not actively support using - without permission - the copyrights of others. Aside from the moral and ethical considerations it is clearly illegal. It is my assumption, therefore, that our original mailing to you has somehow gone astray. In order to expedite matters, we are enclosing a new set of contract agreements, together with a copy of the original explanatory letter dated March 20, 1978 that accompanied them.

I would appreciate your having the agreements processed and returned to us as quickly as possible.

Please feel free to contact me if you have any questions regarding this matter.

Very truly yours,

Alan H. Smith

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https://archive.org/details/wrmcpublicrecord00unse_6

Broadcast Music, Inc. *40 West 57th Street, New York, N.Y. 10019* *212 586-2000*
Cable Address: Brocastmus NY

ALAN H. SMITH
VICE PRESIDENT
LICENSING

March 20, 1978

TO: CHIEF EXECUTIVE OFFICER

As I'm sure you're aware, on January 1, 1978 a new Federal Copyright Law came into being. Under this law, performances of music on college and university premises are now subject to copyright royalty payments.

Nearly a year ago, Broadcast Music, Inc., the world's largest performing rights organization, representing nearly 50,000 writers and publishers of music, first met with representatives of the academic community. At their request, BMI developed a license arrangement that would provide you with the broadest practical blanket coverage while, at the same time requiring a minimal amount of your administrative resources. As you may have read in the Chronicle of Higher Education - or various other periodicals - a considerable effort has been devoted, this past year, to working out the specific contractual details.

The enclosed contract was negotiated, on your behalf, by The Higher Education Panel - a group composed of the following organizations:

American Council on Education
National Association of College and University Business Officers
National Entertainment and Campus Activities Association
Association of College, University Community Arts Administrators
National Association of Schools of Music
Association of College Unions International

The contract is retrocative to January 1, 1978 and extends through December 31, 1979. The basic fee is 5½¢ per full-time student and equivalent per year and provides a blanket license for all use of BMI music including campus broadcast stations whose annual commercial gross is less than $10,000 and Musical Attractions (i.e. concerts) where entertainment costs are under $1,000. Attractions not included within this base fee are covered under a separate payment schedule contained within the contract.

In order that your institution may be assured of the continued legal right to perform any, or all of the approximately 1,000,000 compositions in the BMI repertory, we'd appreciate your completing, signing and returning both of the enclosed contracts as soon as possible. A stamped, self-addressed envelope has been included for your convenience. Upon execution, a copy will be returned for your files.

To further assist you in understanding the new Federal Copyright Law - as it relates to your use of music - we have also enclosed "The New Copyright Law & The New Music Licensee" by Professor Alan J. Hartnick, one of the nation's leading copyright law specialists. Additionally, so that you may know more about BMI and the service it performs within the creative world of music, we are also enclosing a brochure entitled "You and the Music You Use". (A copy of this letter - including all enclosures - has also been sent to your institution's chief business administrator).

Please feel free to contact me if you have any specific questions regarding this agreement.

Very truly yours,

Alan H. Smith
Vice President
Licensing

cc: Chief Business Administrator

BMI

C/U-78

AGREEMENT made at New York, N. Y. on ..... 19...., between BROADCAST MUSIC, INC. (or BMI), a New York corporation, with its principal offices at 40 W. 57th Street, New York, N. Y. 10019, and

.....

(Legal Name of LICENSEE *and Name of Institution)*

(LICENSEE), with its principal business office located at .....

..... City of .....

State of ....., Zip No. .....

IT IS AGREED AS FOLLOWS:

1. Definitions

(a) "Term" shall mean the period commencing January 1, 1978 and ending on December 31, 1979. "First Contract Year" shall mean the period commencing January 1, 1978 and ending December 31, 1978. "Second Contract Year" shall mean the period commencing January 1, 1979 and ending December 31, 1979.

(b) "Theaters" shall include, but not be limited to, concert halls, theaters, auditoriums, amphitheaters, stadiums and similar places of performance whether enclosed or not.

(c) "Musical Attractions" shall mean concerts, stage shows, variety shows, symphonies, recitals, chamber music and other similar performances under the sponsorship, control, authority, and with the direct or indirect approval of the LICENSEE, where music is performed.

(d) "Seating Capacity" shall mean the total number of seats permanently affixed in any theater where a musical attraction is performed, plus any temporary seats added within the theater for a particular performance. Should a musical attraction be performed at a theater where the seating capacity has been altered to accommodate a particular musical attraction, or if the total number of seats made available for a particular musical attraction shall be less than that of the seating capacity of said theater, then in those instances, seating capacity shall mean the total number of seats made available for that particular performance. If a site does not have permanent seating, "seating capacity" shall be interpreted to mean the number of persons attending a particular performance.

(e) "Full-time Students" shall include all full-time students and full-time equivalents attending an institution for educational purposes and shall include, but not be limited to, graduate and undergraduate students. Part-time students shall be converted into full-time equivalents pursuant to the methods set forth in the Higher Education General Information Survey as conducted annually by the Department of Health, Education, and Welfare and shall include, but not be limited to, graduate and undergraduate students.

(f) "Entertainment Costs" shall mean the total monies expended by LICENSEE (or the persons having direct or indirect authority from LICENSEE to promote musical attractions) for a musical attraction and shall include, but not be limited to, main attractions, supporting acts, monies paid to performers, monies paid to booking agents, monies paid to agents of the performer, monies paid to supporting musicians, room, board and transportation.

(g) "Public Domain Music" shall mean any musical composition not protected by copyright.

2. In the event LICENSEE has a pecuniary interest in an establishment or property for investment purposes which is not directly related to LICENSEE'S educational purposes at which establishment or property musical compositions are being performed publicly, it is specifically understood and agreed to by LICENSEE that this license shall not apply to such other establishment or property.

3. BMI hereby grants to LICENSEE for the term of this agreement a non-exclusive license to perform or cause the performance of musical compositions to which BMI shall have the right to grant public performance licenses for performances presented under the sponsorship, control, authority, and with the direct or indirect approval

of LICENSEE. This license is not assignable and no rights other than those mentioned are included in this license. This license does not include:

(a) Dramatic rights or the right to perform dramatico-musical works in whole or in substantial part; or

(b) The right to broadcast, telecast, or otherwise transmit the licensed musical attraction except within other campus buildings owned or controlled by LICENSEE.

4. LICENSEE agrees to pay BMI a fee for each performance of a musical attraction computed on the basis of Schedule "A" included in and made a part of this contract. Payment for musical attractions shall be made to BMI by the tenth (10th) day of each calendar month of the term hereof for all performances given during the previous month. LICENSEE shall furnish BMI (on forms to be supplied by BMI), at such times as it makes payment of license fees pursuant to this paragraph with a statement signed by an officer, auditor, or authorized official of LICENSEE covering performances of musical attractions occurring during the previous month. Such statement shall include the name of each musical attraction, the dates of each musical attraction and the number of performances each day, the theater at which the performance took place and the seating capacity of the theater. A statement shall be furnished to BMI by LICENSEE each month regardless of whether or not any performances occurred during the previous month.

5. "Per Student Fee".

(a) Except for those uses previously excluded, LICENSEE shall also pay BMI for each contract year a "Per Student Fee" for all other uses of music, including, but not limited to, campus radio broadcasting stations where said station's gross income derived from the sale of air time is less than $10,000 annually, the sum of five and one-half (5.5) cents per full-time student; or $60.00, whichever is greater. This fee shall be based upon the number of full-time students as defined in paragraph 1(e) for the fall term of each preceding year.

(b) The "Per Student Fee" for the First Contract Year of this contract is $..... based upon ..... full-time students enrolled in the institution during the fall term of 1977. LICENSEE shall notify BMI, on a form to be supplied by BMI, no later than November 30, 1978, of the number of Full-time Students, as defined above, attending the institution during the fall term of 1978, which will establish the "Per Student Fee" for the Second Contract Year.

(c) The "Per Student Fee" for the First Contract Year (1978) shall be paid by LICENSEE to BMI in the following manner:

1. One-half of the annual "Per Student Fee" will be due and payable on or before June 10, 1978.

2. The balance of the "Per Student Fee" for the First Contract Year (1978) will be due and payable on or before October 10, 1978.

(d) The "Per Student Fee" for the Second Contract Year (1979) will be paid by LICENSEE to BMI in the following manner:

1. One-half of the annual "Per Student Fee" will be due and payable on or before January 10, 1979.

2. The balance of the "Per Student Fee" for the Second Contract Year (1979) will be due and payable on or before July 10, 1979.

(e) Where LICENSEE does not cause the performance of any music other than musical attractions no "Per Student Fee" shall be due and payable to BMI. In such instances, LICENSEE will pay BMI the fees for musical attractions pursuant to Schedule "A". However, it is agreed and understood by LICENSEE that these fees will be due BMI whether or not the costs of such a musical attraction are less than $1,000.00

(f) Where LICENSEE, at the time of the execution of this agreement, does not cause the performance of any music other than musical attractions, and thereafter, during the term of this agreement, does cause the performance of any music other than musical attractions, LICENSEE shall notify BMI promptly in writing, and shall pay the applicable "Per Student Fee" from the commencement date of said usage of music.

6. All campus radio broadcasting stations licensed pursuant to this agreement shall, upon written request from BMI made on not less than one (1) week's notice specifying the period to be covered by the request agree to furnish to BMI weekly lists of station's performances of all musical works, indicating the compositions performed by title and composer or by such other convenient method as may be designated by BMI but such lists need not be furnished for more than two (2) weeks of each year of the term of this agreement.

7. BMI shall have the right by its authorized representatives, any time during customary business hours, to examine the books and records of account of LICENSEE to such extent as may be necessary to verify any and all statements rendered and accountings made hereunder.

8. In the event that BMI, at any time during the contract term, shall, for the same class and category as that of the LICENSEE issue licenses granting rights similar to those in this agreement on a more favorable basis, BMI shall, for the balance of the term, offer the LICENSEE a contract containing the same terms.

9. BMI agrees to indemnify, save harmless, and defend LICENSEE, its officers, and employees from and against any and all claims, demands or suits that may be made or brought against them or any of them with respect to the performance of any material licensed under this agreement. Such indemnity shall be limited to works which are licensed by BMI at the time of LICENSEE's performance. BMI's Clearance Department will, upon request, advise LICENSEE whether particular musical works are available for performance as part of BMI's repertory. LICENSEE agrees to give BMI immediate notice of any such claim, demand, or suit, to deliver to BMI any papers pertaining thereto, and to cooperate with BMI with respect thereto, and BMI shall have full charge of the defense of any such claim, demand, or suit.

10. All disputes of any kind, nature or description arising in connection with the terms and conditions of this agreement shall be submitted to arbitration in the City, County, and State of New York under the then prevailing rules of the American Arbitration Association by an arbitrator or arbitrators to be selected as follows: Each of the parties shall, by written notice to the other, have the right to appoint one arbitrator. If, within ten (10) days following the giving of such notice by one party the other shall not, by written notice, appoint another arbitrator, the first arbitrator shall be the sole arbitrator. If two arbitrators are so appointed, they shall appoint a third arbitrator. If ten (10) days elapse after the appointment of the second arbitrator and the two arbitrators are unable to agree upon the third arbitrator then either party may, in writing, request the American Arbitration Association to appoint the third arbitrator. The award made in the arbitration shall be binding and conclusive on the parties and judgment may be, but need not be, entered in any court having jurisdiction. Such award shall include the fixing of the costs, expenses, and attorney's fees of arbitration, which shall be borne by the unsuccessful party.

11. Upon any breach or default of the terms and conditions of this agreement, BMI may, at its sole option, cancel this agreement with not less than ten (10) days notice in writing to LICENSEE. The right to cancel shall be in addition to any and all other remedies which BMI may have. No waiver by BMI of full performance of this agreement by LICENSEE in any one or more instances shall be deemed a waiver of the right to require full and complete performance of this agreement thereafter or of the right to cancel this agreement in accordance with the terms of this paragraph.

12. All notices given by BMI hereunder shall be duly and properly given if mailed to the address set forth above.

13. This agreement constitutes the entire understanding between the parties with respect to the subject matter hereof. This agreement cannot be waived or added to or modified orally and no waiver, addition or modification shall be valid unless in writing and signed by the parties. This agreement, its validity, construction and effect, shall be governed by the laws of the State of New York.

BROADCAST MUSIC, INC.

By: .....

.....
LICENSEE *(Legal Name)*

By: .....
(Signature)

.....
(Print Name of Signer)

.....
Title of Signer

SCHEDULE A

If the entertainment costs of a musical attraction total $1,000.00 or more, except as provided for in paragraph 5(e), LICENSEE shall pay to BMI the following fee:

Schedule of Rates

CATEGORY	SEATING CAPACITY	FEE PER PERFORMANCE
1	Up to 1,500 seats	$ 15.00 minimum
2	1,501 to 2,500 seats	25.00
3	2,501 to 5,000 seats	40.00
4	5,001 to 7,500 seats	55.00
5	7,501 to 8,500 seats	70.00
6	8,501 to 10,000 seats	85.00
7	10,001 to 12,500 seats	100.00
8	12,501 to 15,000 seats	140.00
9	15,001 to 17,500 seats	160.00
10	17,501 to 20,000 seats	180.00
11	20,001 to 30,000 seats	200.00
12	Over 30,000 seats	300.00 maximum

Where a musical attraction is believed to be comprised entirely of musical compositions which are in the public domain, LICENSEE may, at his option, submit a schedule of all those musical compositions performed at said musical attraction, and in those instances, after review by BMI, where all of the musical compositions performed at said musical attraction are in the public domain, no fee shall be due and payable to BMI. In the event no schedule is submitted to BMI, LICENSEE must pay the applicable fee for said musical attraction pursuant to Schedule "A".

INSTRUCTIONS: *Complete white areas on pages 1, 2, and 3.*

BMI

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(Legal Name of LICENSEE *and Name of Institution)*

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State of ....., Zip No. .....

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8. In the event that BMI, at any time during the contract term, shall, for the same class and category as that of the LICENSEE issue licenses granting rights similar to those in this agreement on a more favorable basis, BMI shall, for the balance of the term, offer the LICENSEE a contract containing the same terms.

9. BMI agrees to indemnify, save harmless, and defend LICENSEE, its officers, and employees from and against any and all claims, demands or suits that may be made or brought against them or any of them with respect to the performance of any material licensed under this agreement. Such indemnity shall be limited to works which are licensed by BMI at the time of LICENSEE's performance. BMI's Clearance Department will, upon request, advise LICENSEE whether particular musical works are available for performance as part of BMI's repertory. LICENSEE agrees to give BMI immediate notice of any such claim, demand, or suit, to deliver to BMI any papers pertaining thereto, and to cooperate with BMI with respect thereto, and BMI shall have full charge of the defense of any such claim, demand, or suit.

10. All disputes of any kind, nature or description arising in connection with the terms and conditions of this agreement shall be submitted to arbitration in the City, County, and State of New York under the then prevailing rules of the American Arbitration Association by an arbitrator or arbitrators to be selected as follows: Each of the parties shall, by written notice to the other, have the right to appoint one arbitrator. If, within ten (10) days following the giving of such notice by one party the other shall not, by written notice, appoint another arbitrator, the first arbitrator shall be the sole arbitrator. If two arbitrators are so appointed, they shall appoint a third arbitrator. If ten (10) days elapse after the appointment of the second arbitrator and the two arbitrators are unable to agree upon the third arbitrator then either party may, in writing, request the American Arbitration Association to appoint the third arbitrator. The award made in the arbitration shall be binding and conclusive on the parties and judgment may be, but need not be, entered in any court having jurisdiction. Such award shall include the fixing of the costs, expenses, and attorney's fees of arbitration, which shall be borne by the unsuccessful party.

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BROADCAST MUSIC, INC.

By: .....

.....
LICENSEE *(Legal Name)*

By: .....
(Signature)

.....
(Print Name of Signer)

.....
Title of Signer

SCHEDULE A

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INSTRUCTIONS: *Complete white areas on pages 1, 2, and 3.*

MAY 2 2 1980

Broadcast Music, Inc. 320 West 57th Street, New York, N.Y. 10019 212 586-2000
Cable Address: Brocastmus NY

May 16, 1980

Middlebury College
Middlebury, Vermont 05753

Att: James D. Ross
Business Manager

Dear Mr. Ross:

Enclosed, for your records, is an executed copy of the BMI license agreement entered into between us.

We thank you for your cooperation.

Very truly yours,

Herman Brandon
Administrative Director

LICENSING DEPARTMENT

HB:ljn
enc.

MIDDLEBURY COLLEGE
MEMORANDUM

TO: Ms. Barbara Lauren January 13, 1981

cc: Mr. Carroll Rikert, Jr.

FROM: Mr. James D. Ross

SUBJECT: Music Copyright

In response to your January 6, 1981 memo on the above, may I advise that the only agency we have received a contract from and executed is Broadcast Music, Inc. (BMI.)

Enclosed is a photocopy of each of the following:

1. Agreement with BMI executed in May 1980.
2. My letter of May 2, 1980 to Alan Smith of BMI forwarding the signed contract and the $67.31 check.
3. Application for 1980-81 license indicating 1925 students.
4. Our copy of the bill for item 3 next above for $134.75.

James D. Ross
Business Manager

JDR:bd
0-588

Enclosures

MIDDLEBURY COLLEGE
MEMORANDUM

TO: Ms. Barbara Lauren January 13, 1981

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FROM: Mr. James D. Ross

SUBJECT: Musíc Copyright

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James D. Ross
Business Manager

JDR:bd
O-SBB

Enclosures

JAN 07 1981

MEMORANDUM

January 6, 1981

TO: Jim Ross

FROM: Barbara Lauren BL

RE: Music Copyright

I am enclosing a copy of a two-page announcement on music copyright as it affects colleges and universities, which was sent to me by John Spencer. Please note the paragraph on the second page which John marked in green -- "Our advice to those colleges which have avoided contractual arrangements with the agencies, is 'sign up.'"

Do you know where we are with this? Has Middlebury signed any contracts?

2010253

MAY 22 1980

BMI

MAY 19 1980

C/U–One Tier–80

THIS AGREEMENT made and entered into on ..... MAY 2 ....., 1980, between BROADCAST MUSIC, INC., a New York corporation with its principal offices located at 320 West 57th Street, New York, N. Y. 10019, hereinafter referred to as BMI, and

..... THE PRESIDENT & FELLOWS OF MIDDLEBURY COLLEGE .....
(Legal Name of LICENSEE *and Name of Institution)*

a college or university with its principal offices located at ... SERVICE BUILDING .....

.....;

City of MIDDLEBURY ..., State of ... VERMONT ..... Zip No. 05753;

hereinafter referred to as LICENSEE;

WITNESSETH:

WHEREAS, BMI has entered into agreements with various writers, publishers and other organizations, whereby public performance rights to various musical compositions which have vested in and/or are controlled by said writers, publishers and organizations have been either assigned, transferred and/or granted to BMI; and

WHEREAS, BMI is empowered to license the public performance of those musical compositions contained in its repertoire on a non-exclusive basis; and

WHEREAS, LICENSEE is an institution of higher education generally referred to as a college or university and desires the right to publicly perform those musical compositions as BMI may, during the period hereof, have the right to license;

WHEREAS, BMI and LICENSEE desire to enter into an agreement on an experimental and nonprejudicial basis which shall apply for the term of this Agreement only and shall not be binding upon or prejudicial to any position taken by either of the parties for any period subsequent to the termination of this Agreement;

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. DEFINITIONS.

(a) "LICENSEE" as used herein shall include the named institution and any of its constituent bodies, agencies, or organizations which within the specific context to which this license is to apply maintain a substantial nexus to the named institution and/or over which the named institution has control or authority.

(b) "Premises" shall include LICENSEE'S campus(es) and any site located off LICENSEE'S campus(es) which has been engaged for use by an organization referred to in paragraph 1(a). However, in the event LICENSEE has a pecuniary interest in an establishment or property for investment purposes which is not directly related to LICENSEE'S educational purposes at which establishment or property musical compositions are being performed publicly, it is specifically understood and agreed to by LICENSEE that this Agreement shall not apply to such other establishment or property.

(c) "Full-time students" as used herein shall include all graduate and undergraduate "full time equivalent" students as such term is used in the Higher Education General Information Survey as conducted annually by the Department of Health, Education and Welfare.

(d) "Term" shall mean the period commencing January 1, 1980 and ending June 30, 1983. "First Contract Year" shall mean the period commencing January 1, 1980 and ending June 30, 1980. "Second Contract Year" shall mean the period commencing July 1, 1980 and ending June 30, 1981. "Third Contract Year" shall mean the period commencing July 1, 1981 and ending June 30, 1982. "Fourth Contract Year" shall mean the period commencing July 1, 1982 and ending June 30, 1983.

(e) "Musical attraction" shall mean concerts, stage shows, variety shows, symphonies, recitals, chamber music and other similar performances presented by or under commitment to LICENSEE.

2. BMI hereby grants to LICENSEE for the term of this Agreement a non-exclusive license to perform or cause the public performance of musical compositions, to which BMI shall have the right to grant public performance licenses for public performances of musical compositions, presented by or under commitment to LICENSEE.

This license is not assignable, and no rights other than those mentioned are included in this license. This license does not include:

(a) dramatic rights or the right to publicly perform dramatico-musical works in whole or in substantial part, or;

(b) the right to broadcast, telecast, or otherwise transmit a licensed musical attraction except within other campus buildings owned or controlled by LICENSEE.

3. In consideration of the license granted herein, LICENSEE agrees to pay BMI as follows:

(a) LICENSEE shall pay BMI for each Contract Year for all uses of music, including but not limited to, campus radio broadcasting stations where said station's gross income derived from the sale of air time is less than $10,000 annually, the fee set forth in Schedule "A" which is included and made a part of this Agreement. This fee will be based upon the number of full time students as defined in paragraph 1(c) which are reported in accordance with paragraph 3(b).

(b) For the First Contract Year the number of full time students as defined in paragraph 1(c) shall be reported for the Fall 1979 academic term upon execution of this Agreement. The fee due BMI pursuant to this Agreement for the First Contract Year shall be paid by LICENSEE to BMI on or before April 25, 1980. LICENSEE represents that the number of full time students as defined in paragraph 1(c) for the Fall, 1979 academic term totals 1923 and that the fee due BMI for the First Contract Year totals $ 673/. On or before November 1, 1980, November 1, 1981, and November 1, 1982, LICENSEE shall report to BMI, on forms to be supplied by BMI, the number of full time students as defined in paragraph 1(c) for the Fall academic term of the contract year, which will establish the fee for the Second, Third and Fourth Contract Years in accordance with Schedule "A". The fee due BMI pursuant to this Agreement for the Second, Third, and Fourth Contract Years shall be paid by LICENSEE to BMI on or before the 20th day of January, 1981, 1982, and 1983.

4. All campus radio broadcasting stations licensed pursuant to this Agreement shall, upon written request from BMI made on not less than two (2) weeks notice specifying the prospective period to be covered by the request, agree to furnish BMI weekly lists of station's performances of all musical works, indicating the compositions performed by title and composer or by such other convenient method as may be designated by BMI, but such lists need not be furnished for more than two (2) weeks of each contract year of the term of this Agreement.

5. BMI, upon giving reasonable notice to LICENSEE in writing, shall have the right to examine the books and records of account of LICENSEE which pertain solely to this Agreement and which may be necessary to verify any statements rendered and accountings made hereunder.

6. The parties hereto reserve all rights and privileges accorded pursuant to the Copyright Act of 1976, effective January 1, 1978.

7. In the event that BMI, at any time during the term of this Agreement, shall, for the same class and category as that of LICENSEE, issue licenses granting rights similar to those in this Agreement on a more favorable basis, BMI shall, for the balance of the term, offer LICENSEE an agreement containing the same terms. The election restrictions contained in paragraph 11 of this Agreement shall not apply to any offer and acceptance pursuant to this paragraph.

8. BMI agrees to indemnify, save harmless, and defend LICENSEE, its officers, and employees from and against any and all claims, demands or suits that may be made or brought against them or any of them with respect to the performance of any material licensed under this Agreement. Such indemnity shall be limited to works which are licensed by BMI at the time of LICENSEE'S performance, and to works which are, pursuant to a written request by LICENSEE, specifically represented in writing by an Officer of BMI in answer to said written request by LICENSEE, to be licensed by BMI at the time of LICENSEE'S performance. LICENSEE agrees to give BMI immediate notice of any such claim, demand, or suit, to deliver to BMI any papers pertaining thereto, and to cooperate with BMI with respect thereto, and BMI shall have full charge of the defense of any such claim, demand or suit.

9. Upon any breach or default of the terms and conditions of this Agreement BMI may, at its sole option, cancel this agreement with not less than sixty (60) days notice in writing to LICENSEE. The right to cancel

shall be in addition to any and all other remedies which BMI may have. No waiver by BMI of full performance of this Agreement by LICENSEE in any one or more instances shall be deemed a waiver of the right to require full and complete performance of this Agreement thereafter or of the right to cancel this Agreement in accordance with the terms of this paragraph. In the event of such cancellation, BMI agrees to refund to LICENSEE any unearned license fees paid in advance to BMI by LICENSEE.

10. In the event LICENSEE ceases to operate as an institution of higher education, or where LICENSEE ceases the public performance of music licensed by BMI, and where LICENSEE does not intend to resume the public performance of music licensed by BMI, LICENSEE may cancel this Agreement upon giving sixty (60) days notice in writing to BMI. The right to cancel shall be in addition to any and all other remedies which LICENSEE may have. In the event of such cancellation, BMI shall refund to LICENSEE any unearned license fees paid in advance to BMI by LICENSEE.

11. LICENSEE may at the beginning of a contract year and upon giving sixty (60) days written notice to BMI, elect to enter into and execute the College/University Two Tier License offered by BMI, and BMI shall comply with such election. This election may be exercised by LICENSEE only once during the term of this Agreement. If LICENSEE so elects, it is understood that no refund will be due LICENSEE from BMI for license fees.

12. All cancellation and election notices, if any, shall be given in writing by United States *certified* mail sent to either party at the address set forth above. Each party agrees to inform the other, in writing, of any change of address.

13.

(a) All disputes of any kind, nature or description arising in connection with the terms and conditions of this Agreement shall be submitted to arbitration in the City, County, and State of New York under the then prevailing rules of the American Arbitration Association by an arbitrator or arbitrators to be selected as follows: Each of the parties shall, by written notice to the other, have the right to appoint one arbitrator. If, within ten (10) days following the giving of such notice by one party, the other shall not, by written notice, appoint another arbitrator, the first arbitrator shall be the sole arbitrator. If two arbitrators are so appointed, they shall appoint a third arbitrator. If ten (10) days elapse after the appointment of the second arbitrator and the two arbitrators are unable to agree upon the third arbitrator, then either party may, in writing, request the American Arbitration Association to appoint the third arbitrator. The award made in the arbitration shall be binding and conclusive on the parties and judgment may be, but need not be, entered in any court having jurisdiction. Such award shall include the fixing of the costs, expenses, and attorney's fees of arbitration, which shall be borne by the unsuccessful party.

(b) In the event LICENSEE elects to waive the terms set forth in paragraph 13(a), LICENSEE must cross out paragraph 13(a) *and* initial the space provided to the left of paragraph 13(a).

14. This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof. This Agreement cannot be waived or added to or modified orally and no waiver, addition or modification shall be valid unless in writing and signed by the parties.

IN WITNESS WHEREOF, this Agreement has been executed in duplicate originals by the duly authorized representatives of BMI and LICENSEE all as of the date first above written.

BROADCAST MUSIC, INC.

By: ..... *(Signature)*

HERMAN GRANDON

ADMINISTRATIVE DIRECTOR

..... *(Print Name of Signer)*

..... *(Title of Signer)*

The President + Fellows of Middlebury College

LICENSEE *(Legal Name)*

By: James D. Ross *(Signature)*

James D. Ross *(Print Name of Signer)*

Business Manager *(Title of Signer)*

SCHEDULE A

LICENSEE shall pay to BMI the following Student Fee:

First Contract Year (January 1, 1980 through June 30, 1980):

Seven (7¢) cents per full time student (multiplied by .5), or $37.50, whichever sum is greater.

Second Contract Year (July 1, 1980 through June 30, 1981):

Seven (7¢) cents per full time student or $75.00, whichever sum is greater.

Third Contract Year (July 1, 1981 through June 30, 1982):

Eight and one half (8.5¢) cents per full time student or $90.00, whichever sum is greater.

Fourth Contract Year (July 1, 1982 through June 30, 1983):

Eight and one half (8.5¢) cents per full time student or $90.00, whichever sum is greater.

INSTRUCTIONS: *Complete applicable white areas on pages 1, 2 and 3.*

VOUCHER
MIDDLEBURY COLLEGE

Submit one copy only

Pay To Broadcast Music, Inc. Date May 2, 1980

May 2, 1980

Reason for Expenditure	Amount
For license fee for period 1/1/80 - 6/30/80	$67.31

Mr. Alan H. Smith
Vice President, Licensing
Broadcast Music, Inc.
320 West 57th Street
New York, New York 10019

Dear Mr. Smith:

Enclosed are two copies of the licensing agreement between Broadcast Music, Inc. and The President and Fellows of Middlebury College which I have completed and signed for the College.

Also enclosed is our check for $67.31, covering the fee for the period January 1, 1980 through June 30, 1980.

Sincerely yours,

James D. Ross
Business Manager

JDR:bd
N-1208

Enclosures

Approvals

Department Head — Date 5/02/80

Comptroller — Date

Revised 9/1/69

FOR COMPTROLLER'S OFFICE USE

VENDOR

DESCRIPTION

ACCOUNT	DISTRIBUTION
26-501-10	67.31
NET TO PAY →	67.31

VOUCHER
MIDDLEBURY COLLEGE

Submit one copy only

Pay To Broadcast Music, Inc.

Date May 2, 1980

Reason for Expenditure	Amount
For license fee for period 1/1/80 - 6/30/80	$67.31

Approvals

Department Head — 5/02/80 Date

Comptroller — Date

Revised 9/1/69

FOR COMPTROLLER'S OFFICE USE

CODE MONTH

VENDOR (1–5)

DESCRIPTION (6–25)

ACCOUNT (62–71)	DISTRIBUTION
26=501-10	1 67.31
	2
	3
	4
	5
	6

NET TO PAY → 67.31 (72–79)

C/U–One Tier–80

THIS AGREEMENT made and entered into on MAY 2, 1980, between BROADCAST MUSIC, INC., a New York corporation with its principal offices located at 320 West 57th Street, New York, N. Y. 10019, hereinafter referred to as BMI, and

THE PRESIDENT + FELLOWS OF MIDDLEBURY COLLEGE

(Legal Name of LICENSEE *and Name of Institution)*

a college or university with its principal offices located at SERVICE BUILDING

City of MIDDLEBURY, State of VERMONT Zip No. 05753;

hereinafter referred to as LICENSEE;

WITNESSETH:

WHEREAS, BMI has entered into agreements with various writers, publishers and other organizations, whereby public performance rights to various musical compositions which have vested in and/or are controlled by said writers, publishers and organizations have been either assigned, transferred and/or granted to BMI; and

WHEREAS, BMI is empowered to license the public performance of those musical compositions contained in its repertoire on a non-exclusive basis; and

WHEREAS, LICENSEE is an institution of higher education generally referred to as a college or university and desires the right to publicly perform those musical compositions as BMI may, during the period hereof, have the right to license;

WHEREAS, BMI and LICENSEE desire to enter into an agreement on an experimental and nonprejudicial basis which shall apply for the term of this Agreement only and shall not be binding upon or prejudicial to any position taken by either of the parties for any period subsequent to the termination of this Agreement;

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. DEFINITIONS.

(a) "LICENSEE" as used herein shall include the named institution and any of its constituent bodies, agencies, or organizations which within the specific context to which this license is to apply maintain a substantial nexus to the named institution and/or over which the named institution has control or authority.

(b) "Premises" shall include LICENSEE'S campus(es) and any site located off LICENSEE'S campus(es) which has been engaged for use by an organization referred to in paragraph 1(a). However, in the event LICENSEE has a pecuniary interest in an establishment or property for investment purposes which is not directly related to LICENSEE'S educational purposes at which establishment or property musical compositions are being performed publicly, it is specifically understood and agreed to by LICENSEE that this Agreement shall not apply to such other establishment or property.

(c) "Full-time students" as used herein shall include all graduate and undergraduate "full time equivalent" students as such term is used in the Higher Education General Information Survey as conducted annually by the Department of Health, Education and Welfare.

(d) "Term" shall mean the period commencing January 1, 1980 and ending June 30, 1983. "First Contract Year" shall mean the period commencing January 1, 1980 and ending June 30, 1980. "Second Contract Year" shall mean the period commencing July 1, 1980 and ending June 30, 1981. "Third Contract Year" shall mean the period commencing July 1, 1981 and ending June 30, 1982. "Fourth Contract Year" shall mean the period commencing July 1, 1982 and ending June 30, 1983.

(e) "Musical attraction" shall mean concerts, stage shows, variety shows, symphonies, recitals, chamber music and other similar performances presented by or under commitment to LICENSEE.

2. BMI hereby grants to LICENSEE for the term of this Agreement a non-exclusive license to perform or cause the public performance of musical compositions, to which BMI shall have the right to grant public performance licenses for public performances of musical compositions, presented by or under commitment to LICENSEE.

This license is not assignable, and no rights other than those mentioned are included in this license. This license does not include:

(a) dramatic rights or the right to publicly perform dramatico-musical works in whole or in substantial part, or;

(b) the right to broadcast, telecast, or otherwise transmit a licensed musical attraction except within other campus buildings owned or controlled by LICENSEE.

3. In consideration of the license granted herein, LICENSEE agrees to pay BMI as follows:

(a) LICENSEE shall pay BMI for each Contract Year for all uses of music, including but not limited to, campus radio broadcasting stations where said station's gross income derived from the sale of air time is less than $10,000 annually, the fee set forth in Schedule "A" which is included and made a part of this Agreement. This fee will be based upon the number of full time students as defined in paragraph 1(c) which are reported in accordance with paragraph 3(b).

(b) For the First Contract Year the number of full time students as defined in paragraph 1(c) shall be reported for the Fall 1979 academic term upon execution of this Agreement. The fee due BMI pursuant to this Agreement for the First Contract Year shall be paid by LICENSEE to BMI on or before April 25, 1980. LICENSEE represents that the number of full time students as defined in paragraph 1(c) for the Fall, 1979 academic term totals 1923 and that the fee due BMI for the First Contract Year totals $ 673/ . On or before November 1, 1980, November 1, 1981, and November 1, 1982, LICENSEE shall report to BMI, on forms to be supplied by BMI, the number of full time students as defined in paragraph 1(c) for the Fall academic term of the contract year, which will establish the fee for the Second, Third and Fourth Contract Years in accordance with Schedule "A". The fee due BMI pursuant to this Agreement for the Second, Third, and Fourth Contract Years shall be paid by LICENSEE to BMI on or before the 20th day of January, 1981, 1982, and 1983.

4. All campus radio broadcasting stations licensed pursuant to this Agreement shall, upon written request from BMI made on not less than two (2) weeks notice specifying the prospective period to be covered by the request, agree to furnish BMI weekly lists of station's performances of all musical works, indicating the compositions performed by title and composer or by such other convenient method as may be designated by BMI, but such lists need not be furnished for more than two (2) weeks of each contract year of the term of this Agreement.

5. BMI, upon giving reasonable notice to LICENSEE in writing, shall have the right to examine the books and records of account of LICENSEE which pertain solely to this Agreement and which may be necessary to verify any statements rendered and accountings made hereunder.

6. The parties hereto reserve all rights and privileges accorded pursuant to the Copyright Act of 1976, effective January 1, 1978.

7. In the event that BMI, at any time during the term of this Agreement, shall, for the same class and category as that of LICENSEE, issue licenses granting rights similar to those in this Agreement on a more favorable basis, BMI shall, for the balance of the term, offer LICENSEE an agreement containing the same terms. The election restrictions contained in paragraph 11 of this Agreement shall not apply to any offer and acceptance pursuant to this paragraph.

8. BMI agrees to indemnify, save harmless, and defend LICENSEE, its officers, and employees from and against any and all claims, demands or suits that may be made or brought against them or any of them with respect to the performance of any material licensed under this Agreement. Such indemnity shall be limited to works which are licensed by BMI at the time of LICENSEE'S performance, and to works which are, pursuant to a written request by LICENSEE, specifically represented in writing by an Officer of BMI in answer to said written request by LICENSEE, to be licensed by BMI at the time of LICENSEE'S performance. LICENSEE agrees to give BMI immediate notice of any such claim, demand, or suit, to deliver to BMI any papers pertaining thereto, and to cooperate with BMI with respect thereto, and BMI shall have full charge of the defense of any such claim, demand or suit.

9. Upon any breach or default of the terms and conditions of this Agreement BMI may, at its sole option, cancel this agreement with not less than sixty (60) days notice in writing to LICENSEE. The right to cancel

shall be in addition to any and all other remedies which BMI may have. No waiver by BMI of full performance of this Agreement by LICENSEE in any one or more instances shall be deemed a waiver of the right to require full and complete performance of this Agreement thereafter or of the right to cancel this Agreement in accordance with the terms of this paragraph. In the event of such cancellation, BMI agrees to refund to LICENSEE any unearned license fees paid in advance to BMI by LICENSEE.

10. In the event LICENSEE ceases to operate as an institution of higher education, or where LICENSEE ceases the public performance of music licensed by BMI, and where LICENSEE does not intend to resume the public performance of music licensed by BMI, LICENSEE may cancel this Agreement upon giving sixty (60) days notice in writing to BMI. The right to cancel shall be in addition to any and all other remedies which LICENSEE may have. In the event of such cancellation, BMI shall refund to LICENSEE any unearned license fees paid in advance to BMI by LICENSEE.

11. LICENSEE may at the beginning of a contract year and upon giving sixty (60) days written notice to BMI, elect to enter into and execute the College/University Two Tier License offered by BMI, and BMI shall comply with such election. This election may be exercised by LICENSEE only once during the term of this Agreement. If LICENSEE so elects, it is understood that no refund will be due LICENSEE from BMI for license fees.

12. All cancellation and election notices, if any, shall be given in writing by United States *certified* mail sent to either party at the address set forth above. Each party agrees to inform the other, in writing, of any change of address.

13.

(a) All disputes of any kind, nature or description arising in connection with the terms and conditions of this Agreement shall be submitted to arbitration in the City, County, and State of New York under the then prevailing rules of the American Arbitration Association by an arbitrator or arbitrators to be selected as follows: Each of the parties shall, by written notice to the other, have the right to appoint one arbitrator. If, within ten (10) days following the giving of such notice by one party, the other shall not, by written notice, appoint another arbitrator, the first arbitrator shall be the sole arbitrator. If two arbitrators are so appointed, they shall appoint a third arbitrator. If ten (10) days elapse after the appointment of the second arbitrator and the two arbitrators are unable to agree upon the third arbitrator, then either party may, in writing, request the American Arbitration Association to appoint the third arbitrator. The award made in the arbitration shall be binding and conclusive on the parties and judgment may be, but need not be, entered in any court having jurisdiction. Such award shall include the fixing of the costs, expenses, and attorney's fees of arbitration, which shall be borne by the unsuccessful party.

(b) In the event LICENSEE elects to waive the terms set forth in paragraph 13(a), LICENSEE must cross out paragraph 13(a) *and* initial the space provided to the left of paragraph 13(a).

14. This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof. This Agreement cannot be waived or added to or modified orally and no waiver, addition or modification shall be valid unless in writing and signed by the parties.

IN WITNESS WHEREOF, this Agreement has been executed in duplicate originals by the duly authorized representatives of BMI and LICENSEE all as of the date first above written.

BROADCAST MUSIC, INC.

By: .....
(Signature)

.....
(Print Name of Signer)

.....
(Title of Signer)

The Presidents Fellows of Harvard College
LICENSEE *(Legal Name)*

By: .....
(Signature)

.....
(Print Name of Signer)

Business Manager
(Title of Signer)

SCHEDULE A

LICENSEE shall pay to BMI the following Student Fee:

First Contract Year (January 1, 1980 through June 30, 1980):

Seven (7¢) cents per full time student (multiplied by .5), or $37.50, whichever sum is greater.

Second Contract Year (July 1, 1980 through June 30, 1981):

Seven (7¢) cents per full time student or $75.00, whichever sum is greater.

Third Contract Year (July 1, 1981 through June 30, 1982):

Eight and one half (8.5¢) cents per full time student or $90.00, whichever sum is greater.

Fourth Contract Year (July 1, 1982 through June 30, 1983):

Eight and one half (8.5¢) cents per full time student or $90.00, whichever sum is greater.

INSTRUCTIONS: *Complete applicable white areas on pages 1, 2 and 3.*

1923 Fall '79 full time equiv.

	Two Tier	(Min)	One Tier	(Min.)
0-6/30/80	$52.88 + B	30.00	$67.31	$37.50
80-6/30/81	115.38 + B	65.00	$134.61	75.00
81-6/30/82	115.38 + B	65.00	163.45	90.00
82-6/30/83	134.61 + B	75.00	163.45	90.00

APR 07 1980

APR 05 1980

Broadcast Music, Inc. 320 West 57th Street, New York, N.Y. 10019 212 586-2000
Cable Address: Brocastmus NY

ALAN H. SMITH
VICE PRESIDENT
LICENSING

April, 1980

Dear Chief Executive Officer:

As you may already know, BMI and the American Council on Education - together with a number of other representative academic organizations - have now successfully completed negotiations on a new form of agreement for licensing College and University music use. To better meet your administrative needs there are now two different agreement forms available. Both are retroactive to January 1, 1980 - the date the original agreement with BMI expired - and both continue until June 30, 1983. (See page 4 of the individual agreement for rate schedules.)

The enclosed one-tier agreement (beige-colored) is unlike the previous license in that it does not require you to make periodic musical attraction reports and separate musical attraction payments to BMI. This new agreement option is intended to be the most administratively simple for you. The pink, two-tier agreement (also enclosed) is similar in form to the previous license and does require you to make regular reports of musical attraction activity and - where applicable - separate payments to BMI for these events.

After you have determined which agreement form is best suited to your need, please sign and return both copies to us. (A self-addressed envelope is enclosed for your convenience.) Upon execution, a copy will be returned for your files. Incidentally, if there is no use of music at your institution - other than those uses specifically exempted under the Copyright Act - we would appreciate your letting us know so that we can mark your file accordingly. (The self-addressed envelope may be used for this purpose, too.)

We would appreciate your giving this matter your immediate attention, and look forward to your definitive response. As a reminder, you may not publicly perform BMI music without a license agreement. In the absence of any agreement, any such performances may be considered an infringement of those rights entrusted to us. Should you require any additional information, we shall be pleased to hear from you.

Very truly yours,

Alan H. Smith

AHS:ljn

MAR 3 1 1980

AMERICAN COUNCIL ON EDUCATION
ONE DUPONT CIRCLE
WASHINGTON, D. C. 20036

OFFICE OF THE PRESIDENT

March 21, 1980

Dear Colleague:

This report will bring you up to date on the negotiations that have been continuing with the three music licensing organizations: ASCAP, BMI, and SESAC.

The negotiating group has consisted of representatives of the Association of College Unions-International National Entertainment and Campus Activities Association Association of College, University, and Community Arts Administrators, Inc. National Association of Student Personnel Administrators and National Association of Schools of Music.

National Entertainment and Campus Activities Association withdrew from the negotiating team on January 8, 1980 claiming dissatisfaction with the direction of the negotiations.

We should stress that the purpose of the negotiating team was to develop model agreements, obtaining what appeared to be reasonably acceptable monetary terms and contractual conditions. The negotiating team has clearly stated to the three licensing organizations that it does not have the authority to negotiate on behalf of or in any way bind individual institutions and that each school must make its own decision as to the licensing agreement that would be acceptable to it.

Meetings have been held with the performing rights organizations at which we have stressed the needs of minimal music users, the requirement for greater definitional uniformity among the three contracts, as well as our desire for diminution of the existing reporting requirements.

We regret that progress in the negotiations has been much slower than anticipated. As you know, the previous agreements ended December 31, 1979, and we have been in a period in which each institution has been operating on a continuing basis, subject to acceptance of a new agreement that would be retroactive to January 1, 1980.

We are pleased to report that negotiations have been completed with BMI, but we regret that as of this time resolution has not been achieved with ASCAP.

1. SESAC

In light of the renewal of contract clause contained in the original SESAC agreement, we are recommending that each institution avail itself of the opportunity to extend its license. It is our understanding that SESAC has already sent out bills to institutions billing them at the old rate. Each institution should evaluate the amount of SESAC music used on its campus and make its own decision with regard to continuation of its SESAC agreement. For those institutions that choose to execute a license, we suggest that payment be issued on accurate enrollment figures rather than those provided by Barrons.

2. BMI

BMI will shortly be sending to each institution two agreements: (1) a two tier license much like the one sent two years ago and (2) a one tier license. We have spent considerable time negotiating with BMI concerning contract language, administrative details, and financial terms. The licenses you will receive are the most satisfactory resolution of these issues that could be arrived at through the negotiating process.

Two Tier

Under the Two Tier arrangement the financial terms are as follows:

SCHEDULE A

LICENSEE shall pay to BMI the Per Student Fee set forth below:

First Contract Year (January 1, 1980 through June 30, 1980): Five and one-half (5.5¢) cents per full time student (multiplied by .5), or $30.00, whichever sum is greater.

Second Contract Year (July 1, 1980 through June 30, 1981): Six (6¢) cents per full time student, or $65.00, whichever sum is greater.

Third Contract Year (July 1, 1981 through June 30, 1982): Six (6¢) cents per full time student, or $65.00, whichever sum is greater.

Fourth Contract Year (July 1, 1982 through June 30, 1983): Seven (7¢) cents per full time student, or $75.00, whichever sum is greater.

SCHEDULE B

If the entertainment costs of a musical attraction total $1,400.00 or more, LICENSEE shall pay to BMI the following fee:

Schedule of Rates

CATEGORY	SEATING CAPACITY	FEE PER PERFORMANCE
1	Up to 1,500 seats	$ 15.00 minimum
2	1,501 to 2,500 seats	25.00
3	2,501 to 5,000 seats	40.00
4	5,001 to 7,500 seats	55.00
5	7,501 to 8,500 seats	70.00
6	8,501 to 10,000 seats	85.00
7	10,001 to 12,500 seats	100.00
8	12,501 to 15,000 seats	140.00
9	15,001 to 17,500 seats	160.00
10	17,501 to 20,000 seats	180.00
11	20,001 to 30,000 seats	200.00
12	Over 30,000 seats	300.00 maximum

One Tier

As many institutions expressed interest in minimizing the administrative paperwork in keeping track of the various performances on the campus, a second type of license has been developed. This license fee is based solely on full time equivalent students and does not require any further record-keeping or reporting. Each institution must evaluate which type of license would best accommodate its particular circumstances.

Under the One Tier arrangement the financial terms are as follows:

SCHEDULE A

LICENSEE shall pay to BMI the following Student Fee:

First Contract Year (January 1, 1980 through June 30, 1980): Seven (7¢) cents per full time student (multiplied by .5), or $37.50, whichever sum is greater.

Second Contract Year (July 1, 1980 through June 30, 1981): Seven (7¢) cents per full time student or $75.00, whichever sum is greater.

Third Contract Year (July 1, 1981 through June 30, 1982): Eight and one half (8.5¢) cents per full time student or $90.00, whichever sum is greater.

Fourth Contract Year (July 1, 1982 through June 30, 1983): Eight and one half (8.5¢) cents per full time student or $90.00, whichever sum is greater.

Minimal User

Some institutions have expressed concern that the model licenses do not fit their particular circumstances. Community and junior colleges with large student populations and with little use of music on campus have found the existing licenses economically unjust. Although we tried to establish a minimal user format with BMI we were unsuccessful in negotiating such a document. However, institutions that find the model license unnessarily burdensome have the right to license through direct negotiations with SESAC and BMI each individual use of music such as a concert, a dance, a radio station, piped-in music, and background music for a skating rink, among others. If you have any questions or encounter any difficulty in securing these licenses from BMI or SESAC, please do not hesitate to contact us.

3. ASCAP

The negotiations with ASCAP have not proceeded as expeditiously as expected. We anticipate a resolution of our differences within the next several weeks. At the conclusion of our negotiations with ASCAP we will be writing to you to explain the details of that license.

In summary, we re-emphasize that the negotiating team has developed model agreements that do not make any commitments on your behalf. The existing SESAC agreement and the BMI agreement, which you will be receiving shortly, represent our best efforts in the negotiating process.

Cordially,

D. Francis Finn
Executive Vice President
National Association of College
and University Business
Officers

J. W. Peltason
President
American Council on Education

BROADCAST MUSIC, INC.

320 WEST 57TH STREET, NEW YORK, NEW YORK 10019

JAN 12 1981

DATE 01/01/81

FOR PUBLIC PERFORMANCE OF BMI COPYRIGHTED MUSIC AS PER LICENSE AGREEMENT

2010253-58

PAGE 1

ACCOUNT NO 2010253

From Mo	From Day	From Year	To Mo	To Day	To Year	License Fee	License Fee Adjustment	Billed To-Date	Billing Adjustment	Payments and-Adj.	Due Now	Balance
07	01	80	06	30	81	13475	000	13475	000	000	13475	13475

	DUE NOW	TOTAL BALANCE DUE
TOTALS →	13475	13475

NOTICE:
PAYMENTS RECEIVED AFTER THE 25TH MAY NOT BE REFLECTED ON THIS STATEMENT

LICENSED PREMISES

MIDDLEBURY COLLEGE
SERVICE BUILDING
MIDDLEBURY VT 05753

MAILING ADDRESS

2010253-58 2010253
MIDDLEBURY COLLEGE
SERVICE BUILDING
MIDDLEBURY VT 05753
ATTN: JAMES D ROSS BSNS MGR

SEP 2 9 1980

FOR BMI USE ONLY — REPORT FORM C/U-80

TOTAL SUBJECT TO CALCULATIONS	20-29									
CALCULATED FEE	30-37									
CREDIT BILL	54									
FINAL BILL	55									

BMI

BROADCAST MUSIC, Inc.
320 WEST 57th STREET
NEW YORK, N.Y. 10019

A*31* *010180*0*00006731 2010253

COLLEGE/UNIVERSITY:
MIDDLEBURY COLLEGE
SERVICE BUILDING
MIDDLEBURY VT 05753

2010253-58

THIS STATEMENT IS TO BE SUBMITTED ON OR BEFORE 11/01/80

I HEREBY CERTIFY THAT FULL-TIME STUDENTS* FOR THE FALL TERM OF 1980 (YEAR) ARE 1925

PARAGRAPH 3(b) OF YOUR BMI LICENSE AGREEMENT REQUIRES YOU TO FURNISH A STATEMENT EACH YEAR BY NOVEMBER 1, OF FULL-TIME STUDENT* ENROLLMENT FOR THE CURRENT FALL TERM. THIS FIGURE WILL ESTABLISH THE LICENSE FEE FOR THE CURRENT CONTRACT YEAR WHICH COMMENCED LAST JULY 1, AND WILL END NEXT JUNE 30. WE WILL INVOICE YOU JANUARY 1, PURSUANT TO THIS REPORT.

WOULD YOU KINDLY COMPLETE THE ABOVE STATEMENT AND RETURN THIS FORM TO US IN THE ENVELOPE PROVIDED.

* Full-time students are defined as all graduate and undergraduate "full-time equivalent" students. (See paragraph 1(c) of your BMI license agreement)

Middlebury College
LICENSEE

BY: James D. Ross
SIGNATURE

Business Manager
TITLE OF SIGNER

JAMES D ROSS BSNS MGR
MIDDLEBURY COLLEGE
SERVICE BUILDING
MIDDLEBURY VT 05753

1925
.07
#134.75

ال

January 25, 1984

Mr. Lawrence P. Sweeney
Vice President, Licensing
Broadcast Music, Inc.
320 West 57th Street
New York, New York 10019

Dear Mr. Sweeney:

Your letter of January 20, 1984 enclosing license agreements comes as a surprise. It is our understanding that you are still negotiating a new contract so we cannot sign a new agreement until negotiations have been successfully concluded.

Our student enrollment for the fall of 1983 was 1,946. As evidence of good faith we enclose our check for $165.41 based on our latest agreed figure of $.085 per student.

We urge you to accept the proposal from NACUBO/ACE.

Very truly yours,

James D. Ross
Business Manager

JDR:bd
R-392
Enclosure

cc: D. F. Finn
NACUBO

VOUCHER
MIDDLEBURY COLLEGE

Submit one copy only

Pay To Broadcast Music, Inc. Date Jan. 25, 1984

Reason for Expenditure	Amount
License fee - 1,946 students @ .085	$165.41

Check Voided
New Voucher 3/19/84

Approvals

Department Head — 1/25/84 Date

Comptroller — Date

Revised 9/1/69

▼ FOR COMPTROLLER'S OFFICE USE ▼

CODE MONTH | VENDOR (1–5)

DESCRIPTION (6–25)

ACCOUNT (62–71)	DISTRIBUTION
26-501-10	1 165.41
	2
	3
	4
	5
	6

NET TO PAY → 165.41 (72–79)

JAN 2 3 1984

Hold until NACUBO says ok

Broadcast Music, Inc. 320 West 57th Street, New York, N.Y. 10019 212 586-2000
Cable Address: Brocastmus NY

January 20, 1984

Dear Administrator:

Enclosed, in duplicate, are copies of each of the new BMI One- and Two-Tier license agreements. Please note that the agreement term on both license types is retroactive to July 1, 1983 - the expiration of your previous agreement - and continues through June 30, 1987.

In accordance with our records, your previous agreement form was a One-Tier type, eliminating the need for record-keeping and reporting requirements, and was, therefore, administratively more attractive and efficient. In order to keep things as simple as possible, the enclosed One-Tier agreement is almost identical to the one you previously held. The basic terms remain unchanged from your previous license and the effective fee increase over the term of the agreement under Schedule A is, as you can see, only moderate. (Total per student fee increase in this year for a school with a full-time equivalent enrollment of 2,000 is $50.00).

Please complete, sign and return in the envelope provided both copies of the license agreement form which best satisfies your needs. Upon execution, a copy will be returned for your files.

We trust that your receipt of these agreements will answer any questions which our recent billing to you may have raised. Following receipt of your signed agreements, that billing will be adjusted to reflect your Fall 1983 FTE enrollment as indicated by you in paragraph 3(b).

Yours truly,

Lawrence P. Sweeney

Lawrence P. Sweeney
Vice President
Licensing

Enclosures: OT/58

BROADCAST MUSIC, INC.

320 WEST 57TH STREET, NEW YORK, NEW YORK 10019

FOR PUBLIC PERFORMANCE OF BMI COPYRIGHTED MUSIC AS PER LICENSE AGREEMENT

LICENSED PREMISES

MIDDLEBURY COLLEGE
SERVICE BUILDING
MIDDLEBURY VT 05753

JAN 0 6 1984

ACCOUNT NO. 2010253
LICENSE TYPE 58A
DATE 01/01/84
LICENSE FEE FOR CURRENT PERIOD 212.74

EXPLANATION OF CURRENT BALANCE	PERIOD	CHARGES & CREDITS
PREVIOUS BALANCE AS OF	12/01/83	00
YEARLY FEE FOR PERIOD	01/84 - 00/85	212 74
GROUP NO.	TOTAL	212 74

PERIOD	BILLED TO DATE	PAYMENTS AND ADJ.	BALANCE
07/01/83-06/30/84	212 74	00	212 74
PLEASE PAY THIS AMOUNT		TOTAL	212 74

THE FOLLOWING PERIODS ARE STILL UNREPORTED
07/01/83-06/30/84

MAILING ADDRESS

2010253-58A
MIDDLEBURY COLLEGE
SERVICE BUILDING
MIDDLEBURY VT 05753
JAMES D ROSS BSNS MGR

CUSTOMER'S COPY

BROADCAST MUSIC, INC.

320 WEST 57TH STREET, NEW YORK, NEW YORK 10019

FOR PUBLIC PERFORMANCE OF BMI COPYRIGHTED MUSIC AS PER LICENSE AGREEMENT

LICENSEES / PREMISES

MIDDLEBURY COLLEGE
SERVICE BUILDING
MIDDLEBURY VT 05753

ACCOUNT NO. 2010253
LICENSE TYPE 58A
DATE 01/01/84
LICENSE FEE FOR CURRENT PERIOD 212.74

EXPLANATION OF CURRENT BALANCE	PERIOD	CHARGES & CREDITS
PREVIOUS BALANCE AS OF	12/01/83	.00
YEARLY FEE FOR PERIOD	01/84 - 06/85	212.74
GROUP NO.	TOTAL	212.74

PERIOD	BILLED TO DATE	PAYMENTS AND ADJ.	BALANCE
07/01/83-06/30/84	212.74	.00	212.74
	TOTAL		212.74

PLEASE PAY THIS AMOUNT

THE FOLLOWING PERIODS ARE STILL UNREPORTED
07/01/83-06/30/84

MAILING ADDRESS

2010253-58A
MIDDLEBURY COLLEGE
SERVICE BUILDING
MIDDLEBURY VT 05753
JAMES D ROSS BSNS MGR

PLEASE RETURN THS COPY WITH YOUR REMITTANCE PLEASE INDICATE ACCOUNT NO. ON YOUR CHECK

INDICATE ACCOUNT NUMBER ON YOUR CHECK,
FOLD REMITTANCE COPY LENGTHWISE AND INSERT WITH CHECK IN THIS ENVELOPE.

DETACH BACK FLAP,
MOISTEN FLAP, FOLD OVER & SEAL.

2010253
58A

PLACE STAMP HERE
The Post Office will not deliver mail without Postage

BROADCAST MUSIC, INC.
320 WEST 57TH STREET
NEW YORK, N.Y. 10019

ATT: LICENSING DEPARTMENT

SCHEDULE A

LICENSEE shall pay to BMI the following Per Student Fee:

First Contract Year (July 1, 1983 through June 30, 1984):

Eleven (11¢) cents per full time student or $100.00, whichever sum is greater.

Second Contract Year (July 1, 1984 through June 30, 1985):

Eleven and one-half (11.5¢) cents per full time student or $110.00, whichever sum is greater.

Third Contract Year (July 1, 1985 through June 30, 1986):

Twelve (12¢) cents per full time student or $125.00, whichever sum is greater.

Fourth Contract Year (July 1, 1986 through June 30, 1987):

Thirteen (13¢) cents per full time student or $135.00, whichever sum is greater.

THIS AGREEMENT made and entered into on ..... , 198 ..... , between BROADCAST MUSIC, INC., a New York corporation with its principal offices located at 320 West 57th Street, New York, N.Y. 10019, hereinafter referred to as BMI, and

.....

(Legal Name of LICENSEE and Name of Institution)

a college or university with its principal offices located at .....

..... ;

CIty of ..... , State of ..... Zip No. ..... ;

Telephone No. (.....) .....
Area Code

hereinafter referred to as LICENSEE;

WITNESSETH:

WHEREAS, BMI has entered into agreements with various writers, publishers and other organizations, whereby public performance rights to various musical compositions which have vested in and/or are controlled by said writers, publishers and organizations have been either assigned, transferred and/or granted to BMI; and

WHEREAS, BMI is empowered to license the public performances of those musical compositions contained in its repertoire on a non-exclusive basis; and

WHEREAS, LICENSEE is an institution of higher education generally referred to as a college or university and desires the right to publicly perform those musical compositions as BMI may, during the period hereof, have the right to license;

WHEREAS, BMI and LICENSEE desire to enter into an agreement on an experimental and nonprejudicial basis which shall apply for the term of this Agreement only and shall not be binding upon or prejudicial to any position taken by either of the parties for any period subsequent to the termination of this Agreement;

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. DEFINITIONS.

(a) "LICENSEE" as used herein shall include the named institution and any of its constituent bodies, agencies, or organizations which within the specific context to which this license is to apply maintain a substantial nexus to the named institution and/or over which the named institution has control or authority.

(b) "Premises" shall include LICENSEE'S campus(es) and any site located off LICENSEE'S campus(es) which has been engaged for use by an organization referred to in paragraph 1(a). However, in the event LICENSEE has a pecuniary interest in an establishment or property for investment purposes which is not directly related to LICENSEE'S educational purposes at which establishment or property musical compositions are being performed publicly, it is specifically understood and agreed to by LICENSEE that this Agreement shall not apply to such other establishment or property.

(c) "Full time students" as used herein shall include all graduate and undergraduate "full time equivalent" students as such term is used in the Higher Education General Information Survey as conducted annually by the Department of Education.

(d) "Term" shall mean the period commencing July 1, 1983 and ending June 30, 1987. "First Contract Year" shall mean the period commencing July 1, 1983 and ending June 30, 1984. "Second Contract Year" shall mean the period commencing July 1, 1984 and ending June 30, 1985. "Third Contract Year" shall mean the period commencing July 1, 1985 and ending June 30, 1986. "Fourth Contract Year" shall mean the period commencing July 1, 1986 and ending June 30, 1987.

(e) "Musical attractions" shall mean concerts, stage shows, variety shows, symphonies, recitals, chamber music and other similar performances presented by or under commitment to LICENSEE.

(f) "Campus radio broadcasting station" shall be limited to a radio broadcasting station whose gross income derived from the sale of air time is less than $10,000 annually.

IN WITNESS WHEREOF, this Agreement has been executed in duplicate originals by the duly authorized representatives of BMI and LICENSEE all as of the date first above written.

BROADCAST MUSIC, INC.

By: .....
(Signature)

.....
(Print Name of Signer)

.....
(LICENSEE (Legal Name)

By: .....
(Signature)

.....
(Print Name of Signer)

SCHEDULE A

LICENSEE shall pay to BMI the Per Student Fee set forth below:

First Contract Year (July 1, 1983 through June 30, 1984):
Nine (9¢) cents per full time student, or $75.00, whichever sum is greater.

Second Contract Year (July 1, 1984 through June 30, 1985):
Nine and one-half (9.5¢) cents per full time student, or $80.00, whichever sum is greater.

Third Contract Year (July 1, 1985 through June 30, 1986):
Ten (10¢) cents per full time student, or $85.00, whichever sum is greater.

Fourth Contract Year (July 1, 1986 through June 30, 1987):
Ten and one-half (10.5¢) cents per full time student, or $95.00, whichever sum is greater.

SCHEDULE B

If the entertainment costs of a musical attraction total $1,400.00 or more, LICENSEE shall pay to BMI the following fee:

Schedule of Rates

CLASS	SEATING CAPACITY OF FACILITY	USE HIGHEST STATED ADMISSION PRICE CHARGED FOR A REGULARLY-SCHEDULED PERFORMANCE					
		$0.00 to $3.99	$4.00 to $7.99	$8.00 to $11.99	$12.00 to $15.99	$16.00 to $19.99	$20.00 and over
1	Up to 1,500	$ 20	$ 30	$ 50	$ 60	$ 75	$100
2	1,501 to 2,500	$ 30	$ 40	$ 60	$ 75	$ 90	$120
3	2,501 to 5,000	$ 45	$ 55	$ 80	$100	$120	$150
4	5,001 to 7,500	$ 60	$ 75	$110	$140	$160	$200
5	7,501 to 10,000	$ 80	$100	$150	$180	$200	$250
6	10,001 to 15,000	$125	$140	$175	$200	$230	$280
7	15,001 to 20,000	$175	$190	$220	$250	$280	$330
8	20,001 to 25,000	$210	$230	$250	$270	$310	$370
9	25,001 to 40,000	$230	$250	$275	$310	$360	$410
10	40,001 and over	$320	$340	$360	$380	$410	$460

Where a musical attraction is believed to be comprised entirely of musical compositions for which BMI shall not have the right to grant public performance licenses, LICENSEE may, at its option, submit a schedule including writer and publisher information, for all those musical compositions performed at said musical attractions, and in those instances, after review by BMI, where all of the musical compositions performed at said musical attractions are ones to which BMI does not have the right to grant public performance licenses, no fee shall be due and payable to BMI. In the event no schedule is submitted to BMI, LICENSEE must pay the applicable fee for said musical attraction pursuant to Schedule "B".

PLEASE COMPLETE SHADED AREAS ONLY

THIS AGREEMENT made and entered into on ..... , 198 ..... , between BROADCAST MUSIC, INC., a New York corporation with its principal offices located at 320 West 57th Street, New York, N.Y. 10019, hereinafter referred to as BMI, and

.....

(Legal Name of LICENSEE and Name of Institution)

a college or university with its principal offices located at .....

..... ;

CIty of ..... , State of ..... Zip No. ..... ;

Telephone No. (.....) .....
Area Code

hereinafter referred to as LICENSEE;

WITNESSETH:

WHEREAS, BMI has entered into agreements with various writers, publishers and other organizations, whereby public performance rights to various musical compositions which have vested in and/or are controlled by said writers, publishers and organizations have been either assigned, transferred and/or granted to BMI; and

WHEREAS, BMI is empowered to license the public performances of those musical compositions contained in its repertoire on a non-exclusive basis; and

WHEREAS, LICENSEE is an institution of higher education generally referred to as a college or university and desires the right to publicly perform those musical compositions as BMI may, during the period hereof, have the right to license;

WHEREAS, BMI and LICENSEE desire to enter into an agreement on an experimental and nonprejudicial basis which shall apply for the term of this Agreement only and shall not be binding upon or prejudicial to any position taken by either of the parties for any period subsequent to the termination of this Agreement;

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. DEFINITIONS.

(a) "LICENSEE" as used herein shall include the named institution and any of its constituent bodies, agencies, or organizations which within the specific context to which this license is to apply maintain a substantial nexus to the named institution and/or over which the named institution has control or authority.

(b) "Premises" shall include LICENSEE'S campus(es) and any site located off LICENSEE'S campus(es) which has been engaged for use by an organization referred to in paragraph 1(a). However, in the event LICENSEE has a pecuniary interest in an establishment or property for investment purposes which is not directly related to LICENSEE'S educational purposes at which establishment or property musical compositions are being performed publicly, it is specifically understood and agreed to by LICENSEE that this Agreement shall not apply to such other establishment or property.

(c) "Full time students" as used herein shall include all graduate and undergraduate "full time equivalent" students as such term is used in the Higher Education General Information Survey as conducted annually by the Department of Education.

(d) "Term" shall mean the period commencing July 1, 1983 and ending June 30, 1987. "First Contract Year" shall mean the period commencing July 1, 1983 and ending June 30, 1984. "Second Contract Year" shall mean the period commencing July 1, 1984 and ending June 30, 1985. "Third Contract Year" shall mean the period commencing July 1, 1985 and ending June 30, 1986. "Fourth Contract Year" shall mean the period commencing July 1, 1986 and ending June 30, 1987.

(e) "Theaters" shall include, but not be limited to, concert halls, theaters, auditoriums, amphitheaters, stadiums and similar places of performance, whether enclosed or not.

(f) "Musical attractions" shall mean concerts, stage shows, variety shows, symphonies, recitals, chamber music and other similar performances presented by or under commitment to LICENSEE.

(g) "Campus radio broadcasting station" shall be limited to a radio broadcasting station whose gross income derived from the sale of air time is less than $10,000 annually.

JAN 23 1984

JAN 24 1984

NACUBO National Association of College and University Business Officers
One Dupont Circle, Suite 510, Washington, D.C. 20036 • 202/861-2500

January 16, 1984

MEMORANDUM TO: ALL INSTITUTIONS

FROM: D. F. FINN

SUBJECT: FEES FOR COPYRIGHTED MUSIC PERFORMED ON CAMPUS

NACUBO and ACE learned recently that Broadcast Music Incorporated (BMI) has sent invoices to colleges and universities for their use of copyrighted music during the year July 1983 to June 1984. BMI's action is, to say the least, surprising and disturbing. Although we have been negotiating with BMI for the last six months in an effort to arrive at new fees for the use of music publicly performed on campus, we have not reached any agreement.

In fact, our most recent fee proposal to BMI was dated December 6. There has been no formal response to that offer, and now BMI is attempting to collect unjustifiable fees from institutions--fees that we believe are clearly excessive.

BMI is trying to collect fees, without any consent from the higher education community, that are approximately 30 percent higher than current rates. Such an increase was rejected earlier by NACUBO and ACE and the other higher education associations that have joined to negotiate new blanket rates for colleges and universities.

We rejected the fees because: 1) an increase of 30 percent far exceeds last year's rate of inflation, which was about 5 percent; and 2) usage of BMI music, according to available data, does not warrant royalties that are nearly identical to those collected by the American Society of Composers, Authors and Publishers (ASCAP).

As you know, we reached a blanket royalty agreement with ASCAP last fall. It provided for a first-year fee hike of only 5 percent, with increases for the remaining three years tied to changes in the Consumer Price Index (CPI). We believe this is an equitable agreement, not only because the fees are reasonable, but also because the new ASCAP licenses contain provisions that would hold down costs for small colleges that do not sponsor many public performances of music. We want to include such a provision in the BMI licenses. Ideally, we would like the language of BMI's licenses to be the same as ASCAP's. Indeed, we proposed the same agreement to BMI: a first-year fee increase of 5 percent, with future adjustments based on the CPI.

Now that BMI has breached the negotiations, however, institutions have three alternatives:

1) Do not accept the new fees; and attempt to negotiate a more favorable rate directly with BMI in New York; or

2) Do not render any payment to BMI, and advise all campus performers that your institution cannot be liable for copyright infringement if BMI music is played on campus; or

3) Pay BMI an amount based on the fee structure that expired in June 1983 as evidence of good faith, while in the meantime we attempt to reopen negotiations with BMI officials.

We believe that option number three is the most appropriate. However, we are suggesting that, whatever course of action you take, you not pay BMI the invoiced fee.

We will keep you informed as the issue progresses, and we suggest that in the meantime you consult legal counsel about your response to BMI. Ultimately, each institution must decide a course of action for itself.

If you have questions, contact Stephen Foster at (202) 861-2540.

Below, for further information, we have listed:

1) The one-tier fee schedule we negotiated with ASCAP;
2) The most recent one-tier proposal we received from BMI; and
3) Our response to the BMI proposal, which BMI has not formally acknowledged.

<u>1982 - 83 Royalty Fees, One-Tier</u>

ASCAP--11 cents per student
BMI---- 8.5 cents per student

<u>ASCAP, One-Tier</u>

1) July 1983 - June 1984....11.5 cents (per student)
2) July 1984 - June 1985....11.5 cents plus CPI for previous year
3) July 1985 - June 1986....11.5 cents plus CPI for previous year
4) July 1986 - June 1987....11.5 cents plus CPI for previous year

<u>BMI One-Tier Proposal (November 10)</u>

1) First year.....13 cents per student
2) Second year.....14 cents per student
3) Third year.....15 cents per student
4) Fourth year.....16 cents per student

<u>NACUBO/ACE Proposal to BMI, One-Tier</u>

1) First year.....9 cents per student
2) Second year.....9 cents plus CPI for previous year
3) Third year.....9 cents plus CPI for previous year
4) Fourth year.....9 cents plus CPI for previous year

MAR 1 9 1984

AMERICAN COUNCIL ON EDUCATION
Office of the President

March 16, 1984

RE: BMI License Agreements
C/U - CPI - One Tier - 84
C/U - CPI - Two Tier - 84

Dear Administrator:

The American Council on Education (ACE) and the National Association of College and University Business Officers (NACUBO) have negotiated new four-year model music performance licenses with Broadcast Music Incorporated (BMI). Both the new one- and two-tier licenses are enclosed.

The new licenses are supported by the higher education community, and ACE and NACUBO urge you to adopt them. They represent months of negotiations, and we believe they are equitable for colleges and universities as well as for BMI.

If you choose to accept one of the enclosed licenses and if your institution paid BMI's original invoice, you will be given a choice of receiving either: 1) a credit from BMI toward next year's fee, or 2) a refund for the difference between your payment and the amount you would owe under the enclosed new agreements.

Because of the length of negotiations, we suggest you sign either of the enclosed licenses--based on your particular circumstances--and return it to BMI, with payment, as promptly as possible.

Thank you very much.

Sincerely,

J. W. Peltason
Jack Peltason, President
American Council on Education

D. F. Finn
D. F. Finn, Executive Vice President
National Association of College and University Business Officers

One Dupont Circle, Washington, D.C. 20036-1193
President (202) 833-4710 Vice President (202) 833-4712

MAR 1 9 1984

Broadcast Music, Inc. 320 West 57th Street, New York, N.Y. 10019 212 586-2000
Cable Address: Brocastmus NY

March 16, 1984

Re: BMI License Agreements
C/U-CPI-One Tier-84
C/U-CPI Two Tier-84

Dear Administrator:

As you may be aware, BMI has recently negotiated new license fee rates with the American Counsel on Education and the National Association of College and University Business Officers (see ACE/NACUBO letter and a Synopsis of Agreements attached) which you may find more beneficial to your institution than those contained in the agreements previously forwarded to you by BMI on January 20, 1984 (C/U-One Tier-83 and C/U-Two Tier-83).

Enclosed, in duplicate, for your consideration, are each of the new agreement forms. As before, the basic formats remain unchanged and are retroactive to July 1, 1983 - the expiration of your previous agreement - and continues through June 30, 1987.

As previously explained, the One Tier option is administratively more attractive and cost effective. In this year for example, a school having a FTE enrollment of 2,000, the cost differential of the One Tier option to the Two Tier option would amount to a modest $40.00. This does not take into account the additional record keeping requirements (paragraph 3(c)) and potential added costs under Schedule B of the Two Tier option.

It should be noted that both agreements continue to provide coverage under the basic per student fee charge for campus radio broadcasting stations as defined in the agreements.

Please complete, sign and return, in the envelope provided, both copies of the license agreement form which best satisfies your needs. Upon execution, a copy will be returned for your files.

If BMI previously returned to you a fully executed agreement (C/U-One Tier-83 or C/U-Two Tier-83), it is urged that you review the enclosed agreements since they may be more beneficial to your college/university. If such is the case, your execution of the enclosed agreements will automatically cancel and supersede all prior agreements with BMI.

For your further clarification, our current estimated fee billing based upon your Fall 1982 FTE enrollment would be changed effective April 1, 1984 to reflect the current rate structure i.e. 10.5¢ and 8.5¢, respectively, for One and Two Tier agreements. Ultimately, after the execution of a license agreement, your billing will be adjusted to reflect the actual fee due based upon the Fall 1983 FTE enrollment figure inserted by you in paragraph 3(b) of the license agreement forms.

Please feel free to contact us if you have any further questions regarding this matter.

Very truly yours,

Lawrence P. Sweeney

Lawrence P. Sweeney,
Vice President

MAR 1 9 1984

SYNOPSIS OF BMI AGREEMENTS

One-Tier Agreement (C/U-CPI-One Tier-84)

This license fee is based soley on full-time equivalent students. Under the one-tier arrangement, the financial terms are as follows:

The licensee will pay to BMI the following license fees:

1) For the period July 1, 1983 to June 30, 1984, 10.5 cents per full-time student or $100.00, whichever is greater, based on the number of full-time students during fall, 1983, payable on April 1, 1984;
2) For the period July 1, 1984 to June 30, 1985, 10.5 cents per full-time student plus the CPI (Consumer Price Index) adjustment for July, 1984 over July, 1983, or $100.00, whichever is greater, based on the number of full-time students during fall, 1984, payable January 20, 1985;
3) For the period July 1, 1985 to June 30, 1986, 11.0 cents per full-time student plus the CPI adjustment for July, 1986 over July, 1983, or $100.00, whichever is greater, based on the number of full-time students during fall, 1985, payable on January 20, 1986;
4) For the period July 1, 1986 to June 30, 1987, 11.0 cents per full-time student plus the CPI adjustment for July, 1987 over July, 1983, or $100.00, whichever is greater, based on the number of full-time students during fall, 1986, payable on January 20, 1987.

All fees will be calculated to the nearest tenth of a cent.

Two-Tier Agreement (C/U-CPI-Two Tier-84)

Under the two-tier arrangement the financial terms are as follows:

The licensee will pay BMI a per student fee that is 2 cents less each year than that year's one-tier fee, as follows:

1) For the period July 1, 1983 to June 30, 1984, 8.5 cents per full time student or $75.00, whichever is greater, based on the number of full-time students during fall, 1983, payable on April 16, 1984;

2) For the period July 1, 1984 to June 30, 1985, 10.5 cents per full-time student plus the CPI adjustment for July, 1984 over July, 1983, minus 2 cents, or $75.00, whichever is greater, based on the number of full-time students during fall, 1984, payable January 20, 1985;

3) For the period July 1, 1985 to June 30, 1986, 11.0 cents per full-time student plus the CPI adjustment for July, 1985 over July, 1983, minus 2 cents, or $75.00, whichever is greater, based on the number of full-time students during fall, 1985, payable on January 20, 1986;

4) For the period July 1, 1986 to June 30, 1987, 11.0 cents per full-time student plus the CPI adjustment for July, 1986 over July, 1983 minus 2 cents, or $75.00, whichever is greater, based on the number of full-time students during fall, 1986, payable on January 20, 1987.

All license fees will be calculated to the nearest tenth of a cent.

An additional fee is required for each musical attraction "for which the performer or performers are paid a total of $1,400.00 or more", in accordance with a concert rate schedule (Schedule B). Reporting and a payment for qualifying concerts for the quarterly periods commencing July 1, 1983 and ending March 31, 1984 should be made to BMI on or before April 16, 1984.

APR 2 3 1984

Broadcast Music, Inc. 320 West 57th Street, New York, N.Y. 10019 212 586-2000
Cable Address: Brocastmus NY

Dear Licensee:

Enclosed, for your records, is an executed copy of the BMI license agreement entered into between us.

Our next invoice should reflect the adjusted balance of your account based upon the Fall 1983 FTE enrollment figure submitted in such agreement.

We thank you for your cooperation, and look forward to continuing our long and valued association.

Very truly yours,

Herman Brandon
Administrative Director

LICENSING DEPARTMENT
HB/lr

Enc.

2010253

APR 23 1984

C/U-CPI—One Tier—84

THIS AGREEMENT made and entered into on APR 19 1984, 198 4, between BROADCAST MUSIC, INC., a New York corporation with its principal offices located at 320 West 57th Street, New York, N.Y. 10019, hereinafter referred to as BMI, and

The President & Fellows of Middlebury College

(Legal Name of LICENSEE and Name of Institution)

a college or university with its principal offices located at Service Building, Middlebury College;

City of Middlebury, State of Vermont Zip No. 05753

Telephone No. (802) 388-3711 EXT. 5480

Area Code

hereinafter referred to as LICENSEE;

WITNESSETH:

WHEREAS, BMI has entered into agreements with various writers, publishers and other organizations, whereby public performance rights to various musical compositions which have vested in and/or are controlled by said writers, publishers and organizations have been either assigned, transferred and/or granted to BMI; and

WHEREAS, BMI is empowered to license the public performances of those musical compositions contained in its repertoire on a non-exclusive basis; and

WHEREAS, LICENSEE is an institution of higher education generally referred to as a college or university and desires the right to publicly perform those musical compositions as BMI may, during the period hereof, have the right to license;

WHEREAS, BMI and LICENSEE desire to enter into an agreement on an experimental and nonprejudicial basis which shall apply for the term of this Agreement only and shall not be binding upon or prejudicial to any position taken by either of the parties for any period subsequent to the termination of this Agreement;

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. DEFINITIONS.

(a) "LICENSEE" as used herein shall include the named institution and any of its constituent bodies, agencies, or organizations which within the specific context to which this license is to apply maintain a substantial nexus to the named institution and/or over which the named institution has control or authority.

(b) "Premises" shall include LICENSEE'S campus(es) and any site located off LICENSEE'S campus(es) which has been engaged for use by an organization referred to in paragraph 1(a). However, in the event LICENSEE has a pecuniary interest in an establishment or property for investment purposes which is not directly related to LICENSEE'S educational purposes at which establishment or property musical compositions are being performed publicly, it is specifically understood and agreed to by LICENSEE that this Agreement shall not apply to such other establishment or property.

(c) "Full time students" as used herein shall include all graduate and undergraduate "full time equivalent" students as such term is used in the Higher Education General Information Survey as conducted annually by the Department of Education.

(d) "Term" shall mean the period commencing July 1, 1983 and ending June 30, 1987. "First Contract Year" shall mean the period commencing July 1, 1983 and ending June 30, 1984. "Second Contract Year" shall mean the period commencing July 1, 1984 and ending June 30, 1985. "Third Contract Year" shall mean the period commencing July 1, 1985 and ending June 30, 1986. "Fourth Contract Year" shall mean the period commencing July 1, 1986 and ending June 30, 1987.

(e) "Musical attractions" shall mean concerts, stage shows, variety shows, symphonies, recitals, chamber music and other similar performances presented by or under commitment to LICENSEE.

(f) "Campus radio broadcasting station" shall be limited to a radio broadcasting station whose gross income derived from the sale of air time is less than $10,000 annually.

(g) "CPI adjustment" shall mean the difference in the Consumer Price Index (National, All Items), as determined by the United States Department of Labor, between July, 1983 and July of the specified contract year.

2. BMI hereby grants to LICENSEE for the term of this Agreement a non-exclusive license to perform or cause the public performance at LICENSEE'S premises, including, but not limited to, campus radio broadcasting stations, all of the musical works presented by or under commitment to LICENSEE to which BMI shall have the right to grant public performance licenses. This license is not assignable, and no rights other than those mentioned are included in this license. This license does not include:

(a) dramatic rights, the right to publicly perform dramatico-musical works in whole or in substantial part, the right to present individual works in a dramatic setting or the right to perform the music licensed hereunder in any other context which may constitute an exercise of the "grand rights" therein, or;

(b) the right to broadcast, telecast or otherwise transmit a licensed musical attraction except within other campus buildings owned or controlled by LICENSEE.

3. In consideration of the license granted herein, LICENSEE agrees to pay BMI as follows:

(a) LICENSEE shall pay BMI for each contract year for all uses of music, including, but not limited to, campus radio broadcasting stations, the "Per Student Fee" set forth in Schedule "A" which is included and made a part of this Agreement. This fee will be based upon the number of full time students as defined in paragraph 1(c) which are reported in accordance with paragraph 3(b). If LICENSEE operates campus radio broadcasting stations as defined in this Agreement, the Call Letters are: WRMC

(b) For the First Contract Year the number of full time students as defined in paragraph 1(c) shall be reported for the Fall 1983 academic term upon execution of this Agreement. The Per Student Fee due BMI pursuant to this Agreement for the First Contract Year shall be paid by LICENSEE to BMI on or before April 16, 1984. LICENSEE represents that the number of full time students as defined in paragraph 1(c) for the Fall, 1983 academic term totals 1946 and that the fee due BMI for the First Contract Year totals $ 204.33 On or before November 1, 1984, November 1, 1985, and November 1, 1986, LICENSEE shall report to BMI, on forms to be supplied by BMI, the number of full time students as defined in paragraph 1(c) for the Fall academic term of the contract year, which will establish the Per Student Fee for the Second, Third and Fourth Contract Years in accordance with Schedule "A". The Per Student Fee due BMI pursuant to this Agreement for the Second, Third, and Fourth Contract Years shall be paid by LICENSEE to BMI on or before the 20th day of January, 1985, 1986, and 1987.

4. All campus radio broadcasting stations licensed pursuant to this Agreement shall, upon written request from BMI made on not less than two (2) weeks notice specifying the prospective period to be covered by the request, agree to furnish BMI weekly lists of each station's performances of all musical works, indicating the compositions performed by title and composer or by such other convenient method as may be designated by BMI, but such lists need not be furnished for more than two (2) weeks of each contract year of the term of this Agreement.

5. BMI, upon giving reasonable notice to LICENSEE in writing, shall have the right to examine the books and records of account of LICENSEE which pertain solely to this Agreement and which may be necessary to verify any statements rendered and accountings made hereunder.

6. The parties hereto reserve all rights and privileges accorded pursuant to the Copyright Act of 1976, effective January 1, 1978.

7. In the event that BMI, at any time during the term of this Agreement, shall, for the same class and category as that of LICENSEE, issue licenses granting rights similar to those in this Agreement on a more favorable basis, BMI shall, for the balance of the term, offer LICENSEE a comparable agreement. The election restrictions contained in paragraph 11 of this Agreement shall not apply to any offer and acceptance pursuant to this paragraph.

8. BMI agrees to indemnify, save harmless, and defend LICENSEE, its officers, and employees from and against any and all claims, demands or suits that may be made or brought against them or any of them with respect to the performance of any material licensed under this Agreement. Such indemnity shall be limited to works which are licensed by BMI at the time of LICENSEE'S performance, and to works which are, pursuant to a written request by LICENSEE, specifically represented in writing by an Officer of BMI in answer to said written request by LICENSEE, to be licensed by BMI at the time of LICENSEE'S performance. LICENSEE agrees to give BMI immediate notice of any such claim, demand, or suit, to deliver to BMI any papers pertaining thereto, and to cooperate with BMI with respect thereto, and BMI shall have full charge of the defense of any such claim, demand or suit.

PLEASE COMPLETE WHITE AREAS ONLY

9. Upon any breach or default of the terms and conditions of this Agreement, BMI may, at its sole option, cancel this agreement with not less than sixty (60) days notice in writing to LICENSEE. The right to cancel shall be in addition to any and all other remedies which BMI may have. No waiver by BMI of full performance of this Agreement by LICENSEE in any one or more instances shall be deemed a waiver of the right to require full and complete performance of this Agreement thereafter or of the right to cancel this Agreement in accordance with the terms of this paragraph. In the event of such cancellation, BMI agrees to refund to LICENSEE any unearned license fees paid in advance to BMI by LICENSEE.

10. In the event LICENSEE ceases to operate as an institution of higher education, or where LICENSEE ceases the public performance of music licensed by BMI, and where LICENSEE does not intend to resume the public performance of music licensed by BMI, LICENSEE may cancel this Agreement upon giving sixty (60) days notice in writing to BMI. The right to cancel shall be in addition to any and all other remedies which LICENSEE may have. In the event of such cancellation, BMI shall refund to LICENSEE any unearned license fees paid in advance to BMI by LICENSEE.

11. LICENSEE may at the beginning of a contract year and upon giving sixty (60) days written notice to BMI, elect to enter into and execute the College/University Two Tier License offered by BMI, and BMI shall comply with such election. This election may be exercised by LICENSEE only once during the term of this Agreement. If LICENSEE so elects, it is understood that no refund will be due LICENSEE from BMI for license fees.

12. All cancellation and election notices, if any, shall be given in writing by United States *certified* mail sent to either party at the address set forth above. Each party agrees to inform the other, in writing, of any change of address.

13. (a) All disputes of any kind, nature or description arising in connection with the terms and conditions of this Agreement shall be submitted to the American Arbitration Association in New York, New York for arbitration under its then prevailing rules, the arbitrator(s) to be selected as follows: Each of the parties hereto shall, by written notice to the other, have the right to appoint one arbitrator. If, within ten (10) days following the giving of such notice by one party, the other shall not, by written notice, appoint another arbitrator, the first arbitrator shall be the sole arbitrator. If two arbitrators are so appointed, they shall appoint a third arbitrator. If ten (10) days elapse after the appointment of the second arbitrator and the two arbitrators are unable to agree upon the third arbitrator, then either party may, in writing, request the American Arbitration Association to appoint the third arbitrator. The award made in the arbitration shall be binding and conclusive on the parties and judgment may be, but need not be, entered in any court having jurisdiction. Such award shall include the fixing of the costs, expenses and attorney's fees of arbitration, which shall be borne by the unsuccessful party.

(b) In the event LICENSEE elects to waive the terms set forth in paragraph 13(a), LICENSEE must cross out paragraph 13(a) *and* initial the space provided to the left of paragraph 13(a).

14. This Agreement constitutes the entire understanding and cancels and supercedes all prior agreements between the parties with respect to the subject matter hereof. This Agreement cannot be waived or added to or modified orally and no waiver, addition or modification shall be valid unless in writing and signed by the parties.

IN WITNESS WHEREOF, this Agreement has been executed in duplicate originals by the duly authorized representatives of BMI and LICENSEE all as of the date first above written.

BROADCAST MUSIC, INC.

By: .....
HERMAN BRANDON
(Signature)
ADMINISTRATIVE DIRECTOR/LICENSING
.....
(Print Name of Signer)

.....
(Title of Signer)

The President & Fellows of Middlebury College
(LICENSEE (Legal Name)

By: James D. Ross
(Signature)
James D. Ross
(Print Name of Signer)
Bus. Mgr.
(Title of Signer)

SCHEDULE A

LICENSEE shall pay to BMI the following Per Student Fee:

First Contract Year (July 1, 1983 through June 30, 1984):

Ten and one-half (10.5¢) cents per full time student or $100.00, whichever sum is greater.

Second Contract Year (July 1, 1984 through June 30, 1985):

Ten and one-half (10.5¢) cents per full time student plus the CPI adjustment to July, 1984, or $100.00, whichever sum is greater.

Third Contract Year (July 1, 1985 through June 30, 1986):

Eleven (11¢) cents per full time student plus the CPI adjustment to July, 1985, or $100.00, whichever sum is greater.

Fourth Contract Year (July 1, 1986 through June 30, 1987):

Eleven (11¢) cents per full time student plus the CPI adjustment to July, 1986, or $100.00, whichever sum is greater.

All license fees based upon the number of full time students shall be computed to the nearest tenth of a cent

Broadcast Music, Inc. 320 West 57th Street, New York, N.Y. 10019 212 586-2000
Cable Address: Brocastmus NY

FEB 14 1984

February 9, 1984

Mr. James D. Ross
Middlebury College
Service Building
Middlebury, VT 05753

Dear Mr. Ross:

Thank you for your letter of January 25, 1984 and your remittance in the amount of $165.41. However, we are returning your check herewith as unacceptable, inasmuch as the payment does not conform to the rates contained in the new BMI agreements recently forwarded to you.

Apart from the rates, the terms of such agreements remain essentially the same as before and are the result of direct negotiations with NACUBO and ACE. Contrary to what you may have been advised, our decision to offer these agreements was prompted by the termination of negotiations by NACUBO and ACE, not BMI. We consider the rates contained in our agreement as very reasonable in the light of the responsibilities to our over 68,000 affiliated writers and publishers and competitive with other music licensors. In fact, included in the rate structure of the BMI agreements is coverage for campus radio broadcasting stations, and other broader contract interpretations, resulting in reduced costs to your institution. In our view, the increased per student fee which results in a modest total increase to you of $48.65 for the first contract year and the equally modest increments over the balance of the term of the agreement cannot be considered as excessive.

We remind you that you may not perform BMI-licensed music without permission from us. Therefore, we are again enclosing for your convenience the BMI One and Two-Tier Agreement options and request that you promptly return to us the completed and executed license agreement of your choice.

In the event that we have not received such signed agreements from you by the close of business on February 23, 1984, you are hereby advised, effective that date, to cease and desist from the use of BMI-licensed music at your institution. Infringement of copyright is a violation of Title 17, United States Code. Continued use may subject you to substantial damages. BMI is prepared to take whatever steps are necessary to protect its rights.

We trust you will reconsider your position and take advantage of having a formal agreement in existence between us. By so doing, you will avail yourself of the legal protection afforded by such an agreement and, by virtue of Paragraph 7, still retain the benefits that may result from any future negotiations.

Very truly yours,

Herman Brandon
Administrative Director
Licensing Department

Certified Mail
Return Receipt Requested
HB:am
Enc.
A/C #2010253-58A

Mailed orig for signature 4/05/84

C/U-CPI—One Tier—84

THIS AGREEMENT made and entered into on March 20, 1984, between BROADCAST MUSIC, INC., a New York corporation with its principal offices located at 320 West 57th Street, New York, N.Y. 10019, hereinafter referred to as BMI, and

The President + Fellows of Middlebury College
(Legal Name of LICENSEE and Name of Institution)

a college or university with its principal offices located at Service Building, Middlebury College;

City of Middlebury, State of Vermont Zip No 05753

Telephone No. (802) 388-3711 EXT. 5480
Area Code

hereinafter referred to as LICENSEE;

WITNESSETH:

WHEREAS, BMI has entered into agreements with various writers, publishers and other organizations, whereby public performance rights to various musical compositions which have vested in and/or are controlled by said writers, publishers and organizations have been either assigned, transferred and/or granted to BMI; and

WHEREAS, BMI is empowered to license the public performances of those musical compositions contained in its repertoire on a non-exclusive basis; and

WHEREAS, LICENSEE is an institution of higher education generally referred to as a college or university and desires the right to publicly perform those musical compositions as BMI may, during the period hereof, have the right to license;

WHEREAS, BMI and LICENSEE desire to enter into an agreement on an experimental and nonprejudicial basis which shall apply for the term of this Agreement only and shall not be binding upon or prejudicial to any position taken by either of the parties for any period subsequent to the termination of this Agreement;

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. DEFINITIONS.

(a) "LICENSEE" as used herein shall include the named institution and any of its constituent bodies, agencies, or organizations which within the specific context to which this license is to apply maintain a substantial nexus to the named institution and/or over which the named institution has control or authority.

(b) "Premises" shall include LICENSEE'S campus(es) and any site located off LICENSEE'S campus(es) which has been engaged for use by an organization referred to in paragraph 1(a). However, in the event LICENSEE has a pecuniary interest in an establishment or property for investment purposes which is not directly related to LICENSEE'S educational purposes at which establishment or property musical compositions are being performed publicly, it is specifically understood and agreed to by LICENSEE that this Agreement shall not apply to such other establishment or property.

(c) "Full time students" as used herein shall include all graduate and undergraduate "full time equivalent" students as such term is used in the Higher Education General Information Survey as conducted annually by the Department of Education.

(d) "Term" shall mean the period commencing July 1, 1983 and ending June 30, 1987. "First Contract Year" shall mean the period commencing July 1, 1983 and ending June 30, 1984. "Second Contract Year" shall mean the period commencing July 1, 1984 and ending June 30, 1985. "Third Contract Year" shall mean the period commencing July 1, 1985 and ending June 30, 1986. "Fourth Contract Year" shall mean the period commencing July 1, 1986 and ending June 30, 1987.

(e) "Musical attractions" shall mean concerts, stage shows, variety shows, symphonies, recitals, chamber music and other similar performances presented by or under commitment to LICENSEE.

(f) "Campus radio broadcasting station" shall be limited to a radio broadcasting station whose gross income derived from the sale of air time is less than $10,000 annually.

(g) "CPI adjustment" shall mean the difference in the Consumer Price Index (National, All Items), as determined by the United States Department of Labor, between July, 1983 and July of the specified contract year.

2. BMI hereby grants to LICENSEE for the term of this Agreement a non-exclusive license to perform or cause the public performance at LICENSEE'S premises, including, but not limited to, campus radio broadcasting stations, all of the musical works presented by or under commitment to LICENSEE to which BMI shall have the right to grant public performance licenses. This license is not assignable, and no rights other than those mentioned are included in this license. This license does not include:

(a) dramatic rights, the right to publicly perform dramatico-musical works in whole or in substantial part, the right to present individual works in a dramatic setting or the right to perform the music licensed hereunder in any other context which may constitute an exercise of the "grand rights" therein, or;

(b) the right to broadcast, telecast or otherwise transmit a licensed musical attraction except within other campus buildings owned or controlled by LICENSEE.

3. In consideration of the license granted herein, LICENSEE agrees to pay BMI as follows:

(a) LICENSEE shall pay BMI for each contract year for all uses of music, including, but not limited to, campus radio broadcasting stations, the "Per Student Fee" set forth in Schedule "A" which is included and made a part of this Agreement. This fee will be based upon the number of full time students as defined in paragraph 1(c) which are reported in accordance with paragraph 3(b). If LICENSEE operates campus radio broadcasting stations as defined in this Agreement, the Call Letters are: WRMC

(b) For the First Contract Year the number of full time students as defined in paragraph 1(c) shall be reported for the Fall 1983 academic term upon execution of this Agreement. The Per Student Fee due BMI pursuant to this Agreement for the First Contract Year shall be paid by LICENSEE to BMI on or before April 16, 1984. LICENSEE represents that the number of full time students as defined in paragraph 1(c) for the Fall, 1983 academic term totals 1946 and that the fee due BMI for the First Contract Year totals $ 204.33 On or before November 1, 1984, November 1, 1985, and November 1, 1986, LICENSEE shall report to BMI, on forms to be supplied by BMI, the number of full time students as defined in paragraph 1(c) for the Fall academic term of the contract year, which will establish the Per Student Fee for the Second, Third and Fourth Contract Years in accordance with Schedule "A". The Per Student Fee due BMI pursuant to this Agreement for the Second, Third, and Fourth Contract Years shall be paid by LICENSEE to BMI on or before the 20th day of January, 1985, 1986, and 1987.

4. All campus radio broadcasting stations licensed pursuant to this Agreement shall, upon written request from BMI made on not less than two (2) weeks notice specifying the prospective period to be covered by the request, agree to furnish BMI weekly lists of each station's performances of all musical works, indicating the compositions performed by title and composer or by such other convenient method as may be designated by BMI, but such lists need not be furnished for more than two (2) weeks of each contract year of the term of this Agreement.

5. BMI, upon giving reasonable notice to LICENSEE in writing, shall have the right to examine the books and records of account of LICENSEE which pertain solely to this Agreement and which may be necessary to verify any statements rendered and accountings made hereunder.

6. The parties hereto reserve all rights and privileges accorded pursuant to the Copyright Act of 1976, effective January 1, 1978.

7. In the event that BMI, at any time during the term of this Agreement, shall, for the same class and category as that of LICENSEE, issue licenses granting rights similar to those in this Agreement on a more favorable basis, BMI shall, for the balance of the term, offer LICENSEE a comparable agreement. The election restrictions contained in paragraph 11 of this Agreement shall not apply to any offer and acceptance pursuant to this paragraph.

8. BMI agrees to indemnify, save harmless, and defend LICENSEE, its officers, and employees from and against any and all claims, demands or suits that may be made or brought against them or any of them with respect to the performance of any material licensed under this Agreement. Such indemnity shall be limited to works which are licensed by BMI at the time of LICENSEE'S performance, and to works which are, pursuant to a written request by LICENSEE, specifically represented in writing by an Officer of BMI in answer to said written request by LICENSEE, to be licensed by BMI at the time of LICENSEE'S performance. LICENSEE agrees to give BMI immediate notice of any such claim, demand, or suit, to deliver to BMI any papers pertaining thereto, and to cooperate with BMI with respect thereto, and BMI shall have full charge of the defense of any such claim, demand or suit.

PLEASE COMPLETE WHITE AREAS ONLY

9. Upon any breach or default of the terms and conditions of this Agreement, BMI may, at its sole option, cancel this agreement with not less than sixty (60) days notice in writing to LICENSEE. The right to cancel shall be in addition to any and all other remedies which BMI may have. No waiver by BMI of full performance of this Agreement by LICENSEE in any one or more instances shall be deemed a waiver of the right to require full and complete performance of this Agreement thereafter or of the right to cancel this Agreement in accordance with the terms of this paragraph. In the event of such cancellation, BMI agrees to refund to LICENSEE any unearned license fees paid in advance to BMI by LICENSEE.

10. In the event LICENSEE ceases to operate as an institution of higher education, or where LICENSEE ceases the public performance of music licensed by BMI, and where LICENSEE does not intend to resume the public performance of music licensed by BMI, LICENSEE may cancel this Agreement upon giving sixty (60) days notice in writing to BMI. The right to cancel shall be in addition to any and all other remedies which LICENSEE may have. In the event of such cancellation, BMI shall refund to LICENSEE any unearned license fees paid in advance to BMI by LICENSEE.

11. LICENSEE may at the beginning of a contract year and upon giving sixty (60) days written notice to BMI, elect to enter into and execute the College/University Two Tier License offered by BMI, and BMI shall comply with such election. This election may be exercised by LICENSEE only once during the term of this Agreement. If LICENSEE so elects, it is understood that no refund will be due LICENSEE from BMI for license fees.

12. All cancellation and election notices, if any, shall be given in writing by United States *certified* mail sent to either party at the address set forth above. Each party agrees to inform the other, in writing, of any change of address.

13. ~~(a) All disputes of any kind, nature or description arising in connection with the terms and conditions of this Agreement shall be submitted to the American Arbitration Association in New York, New York for arbitration under its then prevailing rules, the arbitrator(s) to be selected as follows: Each of the parties hereto shall, by written notice to the other, have the right to appoint one arbitrator. If, within ten (10) days following the giving of such notice by one party, the other shall not, by written notice, appoint another arbitrator, the first arbitrator shall be the sole arbitrator. If two arbitrators are so appointed, they shall appoint a third arbitrator. If ten (10) days elapse after the appointment of the second arbitrator and the two arbitrators are unable to agree upon the third arbitrator, then either party may, in writing, request the American Arbitration Association to appoint the third arbitrator. The award made in the arbitration shall be binding and conclusive on the parties and judgment may be, but need not be, entered in any court having jurisdiction. Such award shall include the fixing of the costs, expenses and attorney's fees of arbitration, which shall be borne by the unsuccessful party.~~

(b) In the event LICENSEE elects to waive the terms set forth in paragraph 13(a), LICENSEE must cross out paragraph 13(a) *and* initial the space provided to the left of paragraph 13(a).

14. This Agreement constitutes the entire understanding and cancels and supercedes all prior agreements between the parties with respect to the subject matter hereof. This Agreement cannot be waived or added to or modified orally and no waiver, addition or modification shall be valid unless in writing and signed by the parties.

IN WITNESS WHEREOF, this Agreement has been executed in duplicate originals by the duly authorized representatives of BMI and LICENSEE all as of the date first above written.

BROADCAST MUSIC, INC.

By: .....
(Signature)

.....
(Print Name of Signer)

.....
(Title of Signer)

The President & Fellows of Middlebury College
(LICENSEE (Legal Name)

By: James D. Ross
(Signature)

JAMES D. ROSS
(Print Name of Signer)

Bus. Mgr.
(Title of Signer)

SCHEDULE A

LICENSEE shall pay to BMI the following Per Student Fee:

First Contract Year (July 1, 1983 through June 30, 1984):

Ten and one-half (10.5¢) cents per full time student or $100.00, whichever sum is greater.

Second Contract Year (July 1, 1984 through June 30, 1985):

Ten and one-half (10.5¢) cents per full time student plus the CPI adjustment to July, 1984, or $100.00, whichever sum is greater.

Third Contract Year (July 1, 1985 through June 30, 1986):

Eleven (11¢) cents per full time student plus the CPI adjustment to July, 1985, or $100.00, whichever sum is greater.

Fourth Contract Year (July 1, 1986 through June 30, 1987):

Eleven (11¢) cents per full time student plus the CPI adjustment to July, 1986, or $100.00, whichever sum is greater.

All license fees based upon the number of full time students shall be computed to the nearest tenth of a cent

Ross

ARTICLE NO. P 449 520 875

● IMPORTANT: Present this form to obtain your mail. ID required. Signature may be required.

You may pick up your mail after _____ M. (Date) _____ or MAIL IS AT ▶

notify your carrier or Post Office for redelivery.

☐ REGISTERED ☐ NUMBERED INSURED ☐ CUSTOM (Omit Number) ☐ LETTER ☑ FLAT ☐ LEFT WITH RESIDENTIAL UNIT MANAGER

☑ CERTIFIED ☐ COD ☐ EXPRESS MAIL ☐ POSTAGE DUE ☐ PARCEL ☐ HOLD

☐ SPECIAL DELIVERY | For special deliveries: Article ☐ PLACED UNDER YOUR DOOR. ☐ PLACED IN YOUR LETTER BOX ☐ RESTRICTED DELIVERY

ZIP OF ORIGIN

☐ If not called for at Post Office before carrier begins his next regular trip he will deliver it to you.

CLAIM CHECK NO.	2ND NOTICE (Date)	RETURN (Date)	AMOUNT DUE $

CUSTOMER (Please describe any visible damage)

ADDRESSEE NAME (Print) James Ross

ADDRESS Service Bldg.

DELIVERED BY AND DATE 2/13/84

RECEIVED BY

PS Form 3849-B Aug. 1979 DELIVERY REMINDER OR RECEIPT

PS Form 3811, July 1982

● SENDER: Complete items 1, 2, 3, and 4.
Add your address in the "RETURN TO" space on reverse.

(CONSULT POSTMASTER FOR FEES)

1. The following service is requested (check one).
   - ☐ Show to whom and date delivered ..... ____¢
   - ☐ Show to whom, date, and address of delivery .. ____¢
2. ☐ RESTRICTED DELIVERY..... ____¢
   (The restricted delivery fee is charged in addition to the return receipt fee.)

3. Mr. James D. Ross
Middlebury College
Service Building
Middlebury, VT 05753

4. ☐ REGISTERED ☐ INSURED ☐ CERTIFIED ☐ COD ☐ EXPRESS MAIL

P 449 520 875

(Always obtain signature of addressee or agent)

I have received the article described above.

SIGNATURE ☐ Addressee ☐ Authorized agent

5. DATE OF DELIVERY

POSTMARK (may be on reverse side)

6. ADDRESSEE'S ADDRESS (Only if requested)

7. UNABLE TO DELIVER BECAUSE:

7a. EMPLOYEE'S INITIALS

RETURN RECEIPT

☆ GPO: 1982-379-593

BROADCAST MUSIC, INC.

320 WEST 57TH STREET, NEW YORK, NEW YORK 10019

FOR PUBLIC PERFORMANCE OF BMI COPYRIGHTED MUSIC AS PER LICENSE AGREEMENT

LICENSED PREMISES

MIDDLEBURY COLLEGE
SERVICE BUILDING
MIDDLEBURY VT 05753

MAY 0 7 1984

ACCOUNT NO.	2010253
LICENSE TYPE	58
DATE	05/01/84
LICENSE FEE FOR CURRENT PERIOD	204.33

EXPLANATION OF CURRENT BALANCE	PERIOD	CHARGES & CREDITS
PREVIOUS BALANCE AS OF REPORT ADJUST	04/01/84 07/83 - 06/84	203.07 1.26
	TOTAL	204.33

PERIOD	BILLED TO DATE	PAYMENTS AND ADJ.	BALANCE
07/01/83-06/30/84	204.33	.00	204.33
		TOTAL	204.33

GROUP NO.

JR Ross
5-7-84
26-501-10

PLEASE PAY THIS AMOUNT

MAILING ADDRESS
2010253-58
MIDDLEBURY COLLEGE
SERVICE BUILDING
MIDDLEBURY VT 05753
JAMES D ROSS BSNS MGR

CUSTOMER'S COPY

Date Paid	Check Number	Invoice Date	Invoice Number or Explanation	Net Amount
2/03/84	189580	1/25/84	ENCL	165.41

MIDDLEBURY COLLEGE
OFFICE OF THE COMPTROLLER
OLD CHAPEL
Middlebury, Vermont 05753

COLL. MED. VIRID. MON. SCIENTIA ET VIRTUS 1800

FEB 1 4 1984

REMITTANCE ADVICE

VOID

Check to Accounting

VOIDED 5/7/84

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DETACH BEFORE DEPOSITING

FOR BMI USE ONLY — REPORT FORM C/U-84-ONE TIER

TOTAL SUBJECT TO CALCULATIONS	20-29								
CALCULATED FEE	30-37								
CREDIT BILL	54		OCT 0 1 1984						
FINAL BILL	55								

BROADCAST MUSIC INC.
320 West 57th Street
NEW YORK, NY 10019
212-586-2000

A*31* *010180*1*00020433 2010253

COLLEGE/UNIVERSITY: **** PREMISE ADDRESS ****
MIDDLEBURY COLLEGE
SERVICE BUILDING 2010253-58 2010253
MIDDLEBURY VT 05753

THIS STATEMENT IS TO BE SUBMITTED ON OR BEFORE 10/20/84

I HEREBY CERTIFY THAT FULL-TIME STUDENTS* FOR THE FALL TERM OF 1984 (YEAR) ARE 1,995

PARAGRAPH 3(b) OF YOUR BMI LICENSE AGREEMENT REQUIRES YOU TO FURNISH A STATEMENT EACH YEAR BY NOVEMBER 1, OF FULL-TIME STUDENT* ENROLLMENT FOR THE CURRENT FALL TERM. THIS FIGURE WILL ESTABLISH THE LICENSE FEE FOR THE CURRENT CONTRACT YEAR WHICH COMMENCED LAST JULY 1, AND WILL END NEXT JUNE 30. WE WILL INVOICE YOU JANUARY 1, PURSUANT TO THIS REPORT.

WOULD YOU KINDLY COMPLETE THE ABOVE STATEMENT AND RETURN THIS FORM TO US IN THE ENVELOPE PROVIDED.

* "Full time students" as used herein shall include all graduate and undergraduate "full time equivalent" students as such term is used in the Higher Education General Information Survey as conducted annually by the Department of Education.

Middlebury College
LICENSEE

BY: James D. Ross
SIGNATURE

James D. Ross

Business Manager
TITLE OF SIGNER

[ ][ ][ ][ ][ ][ ][ ] — 5 8
ACCOUNT NO.

[ ] Check if new address

JAMES D ROSS BSNS MGR
MIDDLEBURY COLLEGE
SERVICE BUILDING
MIDDLEBURY VT 05753

DO NOT USE THESE SPACES		
RECEIVED	ACCOUNTING	REVIEWED

TOTAL SUBJECT TO CALCULATIONS	20-29									
CALCULATED FEE	30-37									
CREDIT BILL	54									
FINAL BILL	55									

BROADCAST MUSIC INC.
320 West 57th Street
NEW YORK, NY 10019
212-586-2000

A*31* *010180*1*00021746 2010253 OCT 0 3 1985

COLLEGE/UNIVERSITY **** PREMISE ADDRESS ****
MIDDLEBURY COLLEGE
SERVICE BUILDING 2010253-58 2010253
MIDDLEBURY VT 05753

THIS STATEMENT IS TO BE SUBMITTED ON OR BEFORE 10/30/85

I HEREBY CERTIFY THAT FULL-TIME STUDENTS* FOR THE FALL TERM OF 1985 (YEAR) ARE 1,944

PARAGRAPH 3(b) OF YOUR BMI LICENSE AGREEMENT REQUIRES YOU TO FURNISH A STATEMENT EACH YEAR BY NOVEMBER 1, OF FULL-TIME STUDENT* ENROLLMENT FOR THE CURRENT FALL TERM. THIS FIGURE WILL ESTABLISH THE LICENSE FEE FOR THE CURRENT CONTRACT YEAR WHICH COMMENCED LAST JULY 1, AND WILL END NEXT JUNE 30. WE WILL INVOICE YOU JANUARY 1, PURSUANT TO THIS REPORT.

WOULD YOU KINDLY COMPLETE THE ABOVE STATEMENT AND RETURN THIS FORM TO US IN THE ENVELOPE PROVIDED.

* "Full time students" as used herein shall include all graduate and undergraduate "full time equivalent" students as such term is used in the Higher Education General Information Survey as conducted annually by the Department of Education.

Middlebury College
LICENSEE

BY: James D. Ross
SIGNATURE
James D. Ross

Business Manager
TITLE OF SIGNER

[ ][ ][ ][ ][ ][ ][ ] — [5][8]
ACCOUNT NO.

[ ] Check if new address

JAMES D ROSS BSNS MGR
MIDDLEBURY COLLEGE
SERVICE BUILDING
MIDDLEBURY VT 05753

DO NOT USE THESE SPACES		
RECEIVED	ACCOUNTING	REVIEWED

FOR BMI USE ONLY REPORT FORM C/U-84-ONE TIER

TOTAL SUBJECT TO CALCULATIONS	20-29								
CALCULATED FEE	30-37								
CREDIT BILL	54								
FINAL BILL	55								

BMI
BROADCAST MUSIC INC.
320 West 57th Street
NEW YORK, NY 10019
212-586-2000

A*31* *010180*1*00023134 2010253

COLLEGE/UNIVERSITY: **** PREMISE ADDRESS ****
MIDDLEBURY COLLEGE
SERVICE BUILDING 2010253-58 2010253
MIDDLEBURY VT 05753

THIS STATEMENT IS TO BE SUBMITTED ON OR BEFORE 11/01/86

I HEREBY CERTIFY THAT FULL-TIME STUDENTS* FOR THE FALL TERM OF 1986 (YEAR) ARE 2,042

PARAGRAPH 3(b) OF YOUR BMI LICENSE AGREEMENT REQUIRES YOU TO FURNISH A STATEMENT EACH YEAR BY NOVEMBER 1, OF FULL-TIME STUDENT* ENROLLMENT FOR THE CURRENT FALL TERM. THIS FIGURE WILL ESTABLISH THE LICENSE FEE FOR THE CURRENT CONTRACT YEAR WHICH COMMENCED LAST JULY 1, AND WILL END NEXT JUNE 30. WE WILL INVOICE YOU JANUARY 1, PURSUANT TO THIS REPORT.

WOULD YOU KINDLY COMPLETE THE ABOVE STATEMENT AND RETURN THIS FORM TO US IN THE ENVELOPE PROVIDED.

* "Full time students" as used herein shall include all graduate and undergraduate "full time equivalent" students as such term is used in the Higher Education General Information Survey as conducted annually by the Department of Education.

Middlebury College
LICENSEE

BY: James D. Ross
SIGNATURE

James D. Ross

Business Manager
TITLE OF SIGNER

2 0 1 0 2 5 3 — 5 8
ACCOUNT NO.

☐ Check if new address

JAMES D ROSS BSNS MGR
MIDDLEBURY COLLEGE
SERVICE BUILDING
MIDDLEBURY VT 05753

DO NOT USE THESE SPACES		
RECEIVED	ACCOUNTING	REVIEWED

Mailed Orig 2/19/88

FEB 1 9 1988

C/U—One Tier-88
58

DATE WILL BE ENTERED BY BMI UPON EXECUTION

THIS AGREEMENT made and entered into on .....,19 ...., between BROADCAST MUSIC, INC., a New York corporation with its principal offices located at 320 West 57th Street, New York, N.Y. 10019, hereinafter referred to as BMI, and

The President and Fellows of Middlebury College
(Legal Name of LICENSEE and Name of Institution)

a college or university with its principal offices located at Service Building

Middlebury College

City of Middlebury State Vermont Zip 05753

Tel No. (802) 388-3711 Ex 5480 Fice Code Number
Area Code

hereinafter referred to as LICENSEE;

WITNESSETH:

WHEREAS, BMI has entered into agreements with various writers, publishers and other organizations, whereby public performance rights to various musical compositions which have vested in and/or are controlled by said writers, publishers and organizations have been either assigned, tranferred and/or granted to BMI; and

WHEREAS, BMI is empowered to license the public performances of those musical compositions contained in its repertoire on a non-exclusive basis; and

WHEREAS, LICENSEE is an institution of higher education generally referred to as a college or university and desires the right to publicly perform those musical compositions as BMI may, during the period hereof, have the right to license;

WHEREAS, BMI and LICENSEE desire to enter into an agreement on an experimental and nonprejudical basis which shall apply for the term of this Agreement only and shall not be binding upon or prejudicial to any position taken by either of the parties for any period subsequent to the termination of this Agreement;

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. DEFINITIONS

(a) "LICENSEE" as used herein shall include the named institution and any of its constituent bodies, agencies, or organizations which within the specific context to which this license is to apply maintain a substantial nexus to the named institution and/or over which the named institution has control or authority.

(b) "Premises" shall include LICENSEE'S campus(es) and any site located off LICENSEE'S campus(es) which has been engaged for use by an organization referred to in Paragraph 1(a). However, in the event LICENSEE has a pecuniary interest in an establishment or property for investment purposes which is not directly related to LICENSEE'S educational purposes at which establishment or property musical compositions are being performed publicly, it is specifically understood and agreed to by LICENSEE that this Agreement shall not apply to such other establishment or property.

(c) "Full-time students" as used herein shall be the sum of (i) all full-time undergraduate and graduate students and (ii) one-third of all part-time undergraduate and graduate students. If during the term of this Agreement, the method of converting part-time students to a full-time equivalency as indicated in subsection (ii) of this Paragraph 1(c) is

changed from the Integrated Postsecondary Education Data System (IPEDS) or any superseding Survey conducted annually by the Department of Education, such different method of conversion shall be deemed substituted in said subsection (ii) as of the effective Fall academic term.

(d) "Term" shall mean the period commencing July 1, 1987 and ending June 30, 1992. "First Contract Year" shall mean the period commencing July 1, 1987 and ending June 30, 1988. "Second Contract Year" shall mean the period commencing July 1, 1988 and ending June 30, 1989. "Third Contract Year" shall mean the period commencing July 1, 1989 and ending June 30, 1990. "Fourth Contract Year" shall mean the period commencing July 1, 1990 and ending June 30, 1991. "Fifth Contract Year" shall mean the period commencing July 1, 1991 and ending June 30, 1992.

(e) "Musical attractions" shall mean concerts, stage shows, variety shows, symphonies, recitals, chamber music and other similar performances presented by or under commitment to LICENSEE.

(f) "Campus radio broadcasting station" shall be limited to a radio broadcasting station whose gross income derived from the sale of air time is less than $10,000 annually.

(g) "CPI adjustment" shall mean the difference in the Consumer Price Index (National, All Items), as determined by the United States Department of Labor, between July, 1987 and July of the specified contract year.

2. BMI hereby grants to LICENSEE for the term of this Agreement a non-exclusive license to perform or cause the public performance at LICENSEE'S premises, including, but not limited to, campus radio broadcasting stations, all of the musical works (including, but not limited to, when performed as part of musical attractions) presented by or under commitment to LICENSEE to which BMI shall have the right to grant public performance licenses. This license does not extend to performances of music via any form of televised transmission, whether over-the-air broadcast, cable, satellite or otherwise. This license also does not include dramatic rights, the right to publicly perform dramatico-musical works in whole or in substantial part, the right to present individual works in a dramatic setting or the right to perform the music licensed hereunder in any other context which may constitute an exercise of the "grand rights" therein. This license is not assignable, and no rights other than those mentioned are included in this license.

3. In consideration of the license granted herein, LICENSEE agrees to pay BMI the following license fees:

(a) LICENSEE shall pay BMI for each contract year for all uses of music, including, but not limited to, campus radio broadcasting stations, the "Per Student Fee" set forth in Schedule "A" which is included and made a part of this Agreement. This fee will be based upon the number of full time students as defined in Paragraph 1(c) which are reported in accordance with Paragraph 3(b). If LICENSEE operates campus radio broadcasting stations as defined in this Agreement, the call letters are WRMC.
ATTACH LIST IF MORE SPACE REQUIRED

(b) For the First Contract Year, the number of full-time students as defined in Paragraph 1(c) shall be reported for the Fall 1987 academic term upon execution of this Agreement. The Per Student Fee due BMI pursuant to this Agreement for the First Contract Year shall be paid by LICENSEE to BMI on or before April 15, 1988.

LICENSEE represents that for the Fall 1987 academic term:

(i) The number of full-time undergraduate students is 2,014

(ii) The number of full-time graduate students is ..... ADD

(iii) The number of part-time undergraduate and graduate students is _____ which when divided by three (3) equals a full-time equivalency of .....

(iv) The total number of "full-time students" is therefore ..... 2,014 TOTAL

which when multiplied by the Schedule A fee for the First Contract Year of 13¢ equals .....$ 261.82 and that amount, or $109, whichever is greater, is the fee due BMI by LICENSEE for the First Contract Year.

On or before November 1, 1988, November 1, 1989, November 1, 1990 and November 1, 1991, LICENSEE shall report to BMI, on forms to be supplied by BMI, the number of full-time students as defined in Paragraph 1(c) for the Fall

PLEASE COMPLETE SHADED AREAS ONLY

academic term of the contract year, which will establish the Per Student Fee for the Second, Third, Fourth and Fifth Contract Years in accordance with Schedule A. The Per Student Fee due BMI pursuant to this Agreement for the Second, Third, Fourth and Fifth Contract Years shall be paid by LICENSEE to BMI on or before the 20th day of January 1989, 1990, 1991 and 1992.

4. All campus radio broadcasting stations licensed pursuant to this Agreement shall, upon written request from BMI made on not less than two (2) weeks notice specifying the prospective period to be covered by the request, agree to furnish BMI weekly lists of each station's performances of all musical works, indicating the compositions performed by title and composer or by such other convenient method as may be designated by BMI, but such lists need not be furnished for more than two (2) weeks for each contract year of the term of this Agreement.

5. BMI, upon giving reasonable notice to LICENSEE in writing, shall have the right to examine the books and records of account of LICENSEE which pertain solely to this Agreement and which may be necessary to verify any statements rendered and accountings made hereunder.

6. The parties hereto reserve all rights and privileges accorded pursuant to the Copyright Act of 1976, effective January 1, 1978.

7. In the event that BMI, at any time during the term of this Agreement, shall, for the same class and category as that of LICENSEE, issue licenses granting rights similar to those in this Agreement on a more favorable basis, BMI shall, for the balance of the term, offer LICENSEE a comparable agreement. The election restrictions contained in Paragraph 11 of this Agreement shall not apply to any offer and acceptance pursuant to this paragraph.

8. BMI agrees to indemnify, save harmless and defend LICENSEE, its officers and employees, from and against any and all claims, demands or suits that may be made or brought against them or any of them with respect to the performance of any material licensed under this Agreement. Such indemnity shall be limited to works which are licensed by BMI at the time of LICENSEE'S performances, and to works which are, pursuant to a written request by LICENSEE, specifically represented in writing by an Officer of BMI in answer to said written request by LICENSEE, to be licensed by BMI at the time of LICENSEE'S performance. LICENSEE agrees to give BMI immediate notice of any such claim, demand or suit, to deliver to BMI any papers pertaining thereto, and to cooperate with BMI with respect thereto, and BMI shall have full charge of the defense of any such claim, demand or suit.

9. Upon any breach or default of the terms and conditions of this Agreement, BMI may, at its sole option, cancel this Agreement with not less than sixty (60) days notice in writing to LICENSEE. The right to cancel shall be in addition to any and all other remedies which BMI may have. No waiver by BMI of full performance of this Agreement by LICENSEE in any one or more instances shall be deemed a waiver of the right to require full and complete performance of this Agreement thereafter or of the right to cancel this Agreement in accordance with the terms of this paragraph. In the event of such cancellation, BMI agrees to refund to LICENSEE any unearned license fees paid in advance to BMI by LICENSEE.

10. In the event LICENSEE ceases to operate as an institution of higher education, or where LICENSEE ceases the public performance of music licensed by BMI, LICENSEE may cancel this Agreement upon giving sixty (60) days notice in writing to BMI. The right to cancel shall be in addition to any and all other remedies which LICENSEE may have. In the event of such cancellation, BMI agrees to refund to LICENSEE any unearned license fees paid in advance to BMI by LICENSEE.

11. LICENSEE may at the beginning of a contract year and upon giving sixty (60) days written notice to BMI, elect to enter into and execute the College/University Two Tier License offered by BMI, and BMI shall comply with such election. This election may be exercised by LICENSEE only once during the term of this Agreement. If LICENSEE so elects, it is understood that no refund will be due LICENSEE from BMI for license fees.

12. All cancellation and election notices, if any, shall be given in writing by United States *certified* mail sent to either party at the address set forth above. Each party agrees to inform the other, in writing, of any change of address.

13. (a) All disputes of any kind, nature or description arising in connection with the terms and conditions of this Agreement shall be submitted to the American Arbitration Association in New York, New York for arbitration under its then prevailing rules, the arbitrator(s) to be selected as follows: Each of the parties hereto shall, by written notice to the other, have the right to appoint one arbitrator. If, within ten (10) days following the giving of such notice by one party, the

other shall not, by written notice, appoint another arbitrator, the first arbitrator shall be the sole arbitrator. If two arbitrators are so appointed, they shall appoint a third arbitrator. If ten (10) days elapse after the appointment of the second arbitrator and the two arbitrators are unable to agree upon the third arbitrator, then either party may, in writing, request the American Arbitration Association to appoint the third arbitrator. The award made in the arbitration shall be binding and conclusive on the parties and judgment may be, but need not be, entered into any court having jurisdiction. Such award shall include the fixing of the costs, expenses and attorneys' fees of arbitration, which shall be borne by the unsuccessful party.

(b) In the event LICENSEE elects to waive the terms set forth in Paragraph 13(a), LICENSEE must cross out Paragraph 13(a) *and* initial the space provided to the left of Paragraph 13(a).

14. This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and shall not be binding until signed by both parties. This Agreement cannot be waived or added to or modified orally and no waiver, addition or modification shall be valid unless in writing and signed by the parties.

IN WITNESS WHEREOF, this Agreement has been executed in duplicate originals by the duly authorized representatives of BMI and LICENSEE all as of the date above written.

BROADCAST MUSIC, INC.	The President and Fellows of Middlebury College *LICENSEE (Legal Name)*
By ..... *(Signature)*	By ..... *(Signature)*
..... *(Print name of signer)*	James D. Ross *(Print name of signer)*
..... *(Title of signer)*	Business Manager *(Title of signer)*

PLEASE COMPLETE SHADED AREA ONLY

SCHEDULE A

LICENSEE shall pay to BMI the following Per Student Fee:

CONTRACT YEAR	LICENSE FEE
FIRST (7/1/87-6/30/88)	Thirteen Cents (13¢) per full-time student or $109, whichever is greater.
SECOND (7/1/88-6/30/89)	Thirteen Cents (13¢) plus the CPI adjustment to July, 1988 per full-time student or $109 plus the CPI adjustment to July, 1988, whichever is greater.
THIRD (7/1/89-6/30/90)	Thirteen Cents (13¢) plus the CPI adjustment to July, 1989 per full-time student or $109 plus the CPI adjustment to July, 1989, whichever is greater.
FOURTH (7/1/90-6/30/91)	Thirteen Cents (13¢) plus the CPI adjustment to July, 1990 per full-time student or $109 plus the CPI adjustment to July, 1990, whichever is greater.
FIFTH (7/1/91-6/30/92)	Thirteen Cents (13¢) plus the CPI adjustment to July, 1991 per full-time student or $109 plus the CPI adjustment to July, 1991, whichever is greater.

All license fees based upon the number of full-time students shall be computed to the nearest tenth of a cent and all minimums to the nearest cent.

BMI

AMERICAN COUNCIL ON EDUCATION

Division of Governmental Relations

FEB 18 1988

February 12, 1988

Dear Administrator:

BMI and the Higher Educational Task Force headed by the American Council on Education(ACE) and the National Association of College and University Business Officers(NACUBO) are pleased to announce agreement on new five-year music performance licenses (see Synopsis of Agreements enclosed) for Colleges and Universities. As before, the basic formats remain unchanged and are retroactive to July 1, 1987 - the expiration of your previous agreement - and continue through June 30, 1992.

As you were previously licensed under a One-Tier agreement, we are enclosing, in duplicate, the new One-Tier agreement forms. Upon request two-tier agreement forms will also be provided. It should be noted that this agreement continues to provide, at no additional cost to the institution, coverage under the basic per student fee charge for campus radio broadcasting stations as defined in the agreement. Additionally it should be noted that BMI has agreed with ACE and NACUBO that "Full-time students" are to be based upon the new United States Department of Education Integrated Postsecondary Education Data System (IPEDS).

Please complete, sign and return, in the envelope provided, both copies of the license agreement. Upon execution a copy will be returned for your files.

Also please note that BMI`s March 1, 1988 billing will be an estimate based upon the "Full-time students" for the Fall 1986 academic term re-calculated at the new rate of 13 cents. After execution of a new license agreement, billing will be adjusted to reflect the actual fee based upon the Fall 1987 "Full-time students" provided by you in paragraph 3(b) of the agreement.

BMI and the Task Force are pleased that the negotiations, which produced these agreements, were conducted amicably and with a mutual understanding of the needs of the academic community and the rights of the creators of music. Their adoption is therefore recommended by all parties.

320 W. 57th Street, New York, NY 10019 (212) 586-2000

Please feel free to contact us if you have any further questions regarding this matter.

Very truly yours,

BMI

AMERICAN COUNCIL ON EDUCATION

FEB 18 1988

SYNOPSIS OF BMI AGREEMENTS

One-Tier Agreement (C/U - One Tier-88)

This license fee is based solely on "full-time" students.

Under the one-tier arrangement, the financial terms are as follows:

The college/university will pay to BMI the following license fees:

1) For the period July 1, 1987 to June 30, 1988, 13 cents per full-time student or $109.00, whichever is greater, based on the number of full-time students during fall, 1987, payable on April 15, 1988;
2) For the period July 1, 1988 to June 30, 1989, 13 cents plus the CPI (Consumer Price Index) adjustment to July, 1988 over July, 1987 per full-time student or $109.00, plus the CPI adjustment to July 1988 over July 1987 whichever is greater, based on the number of full-time students during fall, 1988, payable January 20, 1989;
3) For the period July 1, 1989 to June 30, 1990, 13 cents plus the CPI adjustment to July, 1989 over July, 1987 per full-time student or $109.00 plus the CPI adjustment to July 1989 over July 1987, whichever is greater, based on the number of full-time students during fall, 1989, payable on January 20, 1990;
4) For the period July 1, 1990 to June 30, 1991, 13 cents plus the CPI adjustment to July, 1990 over July, 1987 per full-time student or $109.00 plus the CPI adjustment to July 1990 over July 1987, whichever is greater, based on the number of full-time students during fall, 1990, payable on January 20, 1991.

) For the period July 1, 1991 to June 30, 1992, 13 cents plus the CPI adjustment to July 1991 over July 1987 per full-time student or $109.00 plus the CPI adjustment to July 1991 over July 1987 whichever is greater based on the number of full-time students during Fall, 1991, payable on January 20, 1992. All license fees based upon the number of full-time students will be calculated to the nearest tenth of a cent and all minimums to the nearest cent.

Two-Tier Agreement (C/U)-Two Tier-88

Under the two-tier arrangement the financial terms are as follows: The licensee will pay BMI a per student fee that is 2 cents less each year than that year's one-tier fee, as follows:

1) For the period July 1, 1987 to June 30, 1988, 11 cents per full-time student or $84.00, whichever is greater, based on the number of full-time students during fall, 1987, payable on April 15, 1988;

2) For the period July 1, 1988 to June 30, 1989, 13 cents plus the CPI adjustment to July, 1988 over July, 1987, minus 2 cents per full-time student or $84.00 plus the CPI adjustment to July 1988 over July 1987, whichever is greater, based on the number of full-time students during fall, 1988, payable January 20, 1989;

3) For the period July 1, 1989 to June 30, 1990, 13 cents plus the CPI adjustment to July, 1989 over July 1987 minus 2 cents per full-time student or $84.00 plus the CPI adjustment to July 1989 over July 1987, whichever is greater, based on the number of full-time students during fall, 1989, payable on January 20, 1990.;

4) For the period July 1, 1990 to June 30, 1991, 13 cents plus the CPI adjustment to July, 1990 over July, 1987 minus 2 cents per full-time student or $84.00 plus the CPI adjustment to July 1990 over July 1987, whichever is greater, based on the number of full-time students during fall, 1990, payable on January 20, 1991.

5) For the period July 1, 1991 to June 30, 1992, 13 cents plus the CPI adjustment to July 1991 over July 1987 minus 2 cents per full-time student or $84.00 plus the CPI adjustment to July 1991 over July 1987 whichever is greater, based on the number of full-time students during Fall, 1991, payable on January 20, 1992.

All license fees based upon the number of full-time students will be calculated to the nearest tenth of a cent and all minimums to the nearest cent.

An additional fee is required for each "Musical attraction" for which the performer or performers are paid a total of $1,500.00 or more, in accordance with the rates under schedule B of the two-tier agreement. Reporting and payment for qualifying concerts for the quarterly periods commencing July 1, 1987 and ending March 31, 1988 should be made to BMI on or before April 15, 1988.

2010253-58

FEB 18 1988

C/U—One Tier-88
58

APR 07 1988

DATE WILL BE ENTERED BY BMI UPON EXECUTION

THIS AGREEMENT made and entered into on APR 1 1988, 19 ....,
between BROADCAST MUSIC, INC., a New York corporation with its principal offices located at 320 West 57th Street, New York, N.Y. 10019, hereinafter referred to as BMI, and

The President and Fellows of Middlebury College
(Legal Name of LICENSEE and Name of Institution)

a college or university with its principal offices located at Service Building

Middlebury College

City of Middlebury State Vermont Zip 05753

Tel No. (802) 388-3711 Ex 5480 Fice Code Number 003691
Area Code

hereinafter referred to as LICENSEE;

WITNESSETH:

WHEREAS, BMI has entered into agreements with various writers, publishers and other organizations, whereby public performance rights to various musical compositions which have vested in and/or are controlled by said writers, publishers and organizations have been either assigned, tranferred and/or granted to BMI; and

WHEREAS, BMI is empowered to license the public performances of those musical compositions contained in its repertoire on a non-exclusive basis; and

WHEREAS, LICENSEE is an institution of higher education generally referred to as a college or university and desires the right to publicly perform those musical compositions as BMI may, during the period hereof, have the right to license;

WHEREAS, BMI and LICENSEE desire to enter into an agreement on an experimental and nonprejudical basis which shall apply for the term of this Agreement only and shall not be binding upon or prejudicial to any position taken by either of the parties for any period subsequent to the termination of this Agreement;

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. DEFINITIONS

(a) "LICENSEE" as used herein shall include the named institution and any of its constituent bodies, agencies, or organizations which within the specific context to which this license is to apply maintain a substantial nexus to the named institution and/or over which the named institution has control or authority.

(b) "Premises" shall include LICENSEE'S campus(es) and any site located off LICENSEE'S campus(es) which has been engaged for use by an organization referred to in Paragraph 1(a). However, in the event LICENSEE has a pecuniary interest in an establishment or property for investment purposes which is not directly related to LICENSEE'S educational purposes at which establishment or property musical compositions are being performed publicly, it is specifically understood and agreed to by LICENSEE that this Agreement shall not apply to such other establishment or property.

(c) "Full-time students" as used herein shall be the sum of (i) all full-time undergraduate and graduate students and (ii) one-third of all part-time undergraduate and graduate students. If during the term of this Agreement, the method of converting part-time students to a full-time equivalency as indicated in subsection (ii) of this Paragraph 1(c) is

changed from the Integrated Postsecondary Education Data System (IPEDS) or any superseding Survey conducted annually by the Department of Education, such different method of conversion shall be deemed substituted in said subsection (ii) as of the effective Fall academic term.

(d) "Term" shall mean the period commencing July 1, 1987 and ending June 30, 1992. "First Contract Year" shall mean the period commencing July 1, 1987 and ending June 30, 1988. "Second Contract Year" shall mean the period commencing July 1, 1988 and ending June 30, 1989. "Third Contract Year" shall mean the period commencing July 1, 1989 and ending June 30, 1990. "Fourth Contract Year" shall mean the period commencing July 1, 1990 and ending June 30, 1991. "Fifth Contract Year" shall mean the period commencing July 1, 1991 and ending June 30, 1992.

(e) "Musical attractions" shall mean concerts, stage shows, variety shows, symphonies, recitals, chamber music and other similar performances presented by or under commitment to LICENSEE.

(f) "Campus radio broadcasting station" shall be limited to a radio broadcasting station whose gross income derived from the sale of air time is less than $10,000 annually.

(g) "CPI adjustment" shall mean the difference in the Consumer Price Index (National, All Items), as determined by the United States Department of Labor, between July, 1987 and July of the specified contract year.

2. BMI hereby grants to LICENSEE for the term of this Agreement a non-exclusive license to perform or cause the public performance at LICENSEE'S premises, including, but not limited to, campus radio broadcasting stations, all of the musical works (including, but not limited to, when performed as part of musical attractions) presented by or under commitment to LICENSEE to which BMI shall have the right to grant public performance licenses. This license does not extend to performances of music via any form of televised transmission, whether over-the-air broadcast, cable, satellite or otherwise. This license also does not include dramatic rights, the right to publicly perform dramatico-musical works in whole or in substantial part, the right to present individual works in a dramatic setting or the right to perform the music licensed hereunder in any other context which may constitute an exercise of the "grand rights" therein. This license is not assignable, and no rights other than those mentioned are included in this license.

3. In consideration of the license granted herein, LICENSEE agrees to pay BMI the following license fees:

(a) LICENSEE shall pay BMI for each contract year for all uses of music, including, but not limited to, campus radio broadcasting stations, the "Per Student Fee" set forth in Schedule "A" which is included and made a part of this Agreement. This fee will be based upon the number of full time students as defined in Paragraph 1(c) which are reported in accordance with Paragraph 3(b). If LICENSEE operates campus radio broadcasting stations as defined in this Agreement, the call letters are WRMC.
ATTACH LIST IF MORE SPACE REQUIRED

(b) For the First Contract Year, the number of full-time students as defined in Paragraph 1(c) shall be reported for the Fall 1987 academic term upon execution of this Agreement. The Per Student Fee due BMI pursuant to this Agreement for the First Contract Year shall be paid by LICENSEE to BMI on or before April 15, 1988.

LICENSEE represents that for the Fall 1987 academic term:

(i) The number of full-time undergraduate students is	2,014
(ii) The number of full-time graduate students is	
(iii) The number of part-time undergraduate and graduate students is _____ which when divided by three (3) equals a full-time equivalency of	
(iv) The total number of "full-time students" is therefore	2,014 TOTAL

ADD

which when multiplied by the Schedule A fee for the First Contract Year of 13¢ equals ..... $ 261.82
and that amount, or $109, whichever is greater, is the fee due BMI by LICENSEE for the First Contract Year.

On or before November 1, 1988, November 1, 1989, November 1, 1990 and November 1, 1991, LICENSEE shall report to BMI, on forms to be supplied by BMI, the number of full-time students as defined in Paragraph 1(c) for the Fall

PLEASE COMPLETE SHADED AREAS ONLY

academic term of the contract year, which will establish the Per Student Fee for the Second, Third, Fourth and Fifth Contract Years in accordance with Schedule A. The Per Student Fee due BMI pursuant to this Agreement for the Second, Third, Fourth and Fifth Contract Years shall be paid by LICENSEE to BMI on or before the 20th day of January 1989, 1990, 1991 and 1992.

4. All campus radio broadcasting stations licensed pursuant to this Agreement shall, upon written request from BMI made on not less than two (2) weeks notice specifying the prospective period to be covered by the request, agree to furnish BMI weekly lists of each station's performances of all musical works, indicating the compositions performed by title and composer or by such other convenient method as may be designated by BMI, but such lists need not be furnished for more than two (2) weeks for each contract year of the term of this Agreement.

5. BMI, upon giving reasonable notice to LICENSEE in writing, shall have the right to examine the books and records of account of LICENSEE which pertain solely to this Agreement and which may be necessary to verify any statements rendered and accountings made hereunder.

6. The parties hereto reserve all rights and privileges accorded pursuant to the Copyright Act of 1976, effective January 1, 1978.

7. In the event that BMI, at any time during the term of this Agreement, shall, for the same class and category as that of LICENSEE, issue licenses granting rights similar to those in this Agreement on a more favorable basis, BMI shall, for the balance of the term, offer LICENSEE a comparable agreement. The election restrictions contained in Paragraph 11 of this Agreement shall not apply to any offer and acceptance pursuant to this paragraph.

8. BMI agrees to indemnify, save harmless and defend LICENSEE, its officers and employees, from and against any and all claims, demands or suits that may be made or brought against them or any of them with respect to the performance of any material licensed under this Agreement. Such indemnity shall be limited to works which are licensed by BMI at the time of LICENSEE'S performances, and to works which are, pursuant to a written request by LICENSEE, specifically represented in writing by an Officer of BMI in answer to said written request by LICENSEE, to be licensed by BMI at the time of LICENSEE'S performance. LICENSEE agrees to give BMI immediate notice of any such claim, demand or suit, to deliver to BMI any papers pertaining thereto, and to cooperate with BMI with respect thereto, and BMI shall have full charge of the defense of any such claim, demand or suit.

9. Upon any breach or default of the terms and conditions of this Agreement, BMI may, at its sole option, cancel this Agreement with not less than sixty (60) days notice in writing to LICENSEE. The right to cancel shall be in addition to any and all other remedies which BMI may have. No waiver by BMI of full performance of this Agreement by LICENSEE in any one or more instances shall be deemed a waiver of the right to require full and complete performance of this Agreement thereafter or of the right to cancel this Agreement in accordance with the terms of this paragraph. In the event of such cancellation, BMI agrees to refund to LICENSEE any unearned license fees paid in advance to BMI by LICENSEE.

10. In the event LICENSEE ceases to operate as an institution of higher education, or where LICENSEE ceases the public performance of music licensed by BMI, LICENSEE may cancel this Agreement upon giving sixty (60) days notice in writing to BMI. The right to cancel shall be in addition to any and all other remedies which LICENSEE may have. In the event of such cancellation, BMI agrees to refund to LICENSEE any unearned license fees paid in advance to BMI by LICENSEE.

11. LICENSEE may at the beginning of a contract year and upon giving sixty (60) days written notice to BMI, elect to enter into and execute the College/University Two Tier License offered by BMI, and BMI shall comply with such election. This election may be exercised by LICENSEE only once during the term of this Agreement. If LICENSEE so elects, it is understood that no refund will be due LICENSEE from BMI for license fees.

12. All cancellation and election notices, if any, shall be given in writing by United States *certified* mail sent to either party at the address set forth above. Each party agrees to inform the other, in writing, of any change of address.

13. (a) All disputes of any kind, nature or description arising in connection with the terms and conditions of this Agreement shall be submitted to the American Arbitration Association in New York, New York for arbitration under its then prevailing rules, the arbitrator(s) to be selected as follows: Each of the parties hereto shall, by written notice to the other, have the right to appoint one arbitrator. If, within ten (l0) days following the giving of such notice by one party, the

other shall not, by written notice, appoint another arbitrator, the first arbitrator shall be the sole arbitrator. If two arbitrators are so appointed, they shall appoint a third arbitrator. If ten (10) days elapse after the appointment of the second arbitrator and the two arbitrators are unable to agree upon the third arbitrator, then either party may, in writing, request the American Arbitration Association to appoint the third arbitrator. The award made in the arbitration shall be binding and conclusive on the parties and judgment may be, but need not be, entered into any court having jurisdiction. Such award shall include the fixing of the costs, expenses and attorneys' fees of arbitration, which shall be borne by the unsuccessful party.

(b) In the event LICENSEE elects to waive the terms set forth in Paragraph 13(a), LICENSEE must cross out Paragraph 13(a) *and* initial the space provided to the left of Paragraph 13(a).

14. This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and shall not be binding until signed by both parties. This Agreement cannot be waived or added to or modified orally and no waiver, addition or modification shall be valid unless in writing and signed by the parties.

IN WITNESS WHEREOF, this Agreement has been executed in duplicate originals by the duly authorized representatives of BMI and LICENSEE all as of the date above written.

BROADCAST MUSIC, INC.

By .....
(Signature)

.....
(Print name of signer)

.....
(Title of signer)

The President and Fellows of
Middlebury College
LICENSEE (Legal Name)

By .....
(Signature)

James D. Ross
(Print name of signer)

Business Manager
(Title of signer)

PLEASE COMPLETE SHADED AREA ONLY

SCHEDULE A

LICENSEE shall pay to BMI the following Per Student Fee:

CONTRACT YEAR	LICENSE FEE
FIRST (7/1/87-6/30/88)	Thirteen Cents (13¢) per full-time student or $109, whichever is greater.
SECOND (7/1/88-6/30/89)	Thirteen Cents (13¢) plus the CPI adjustment to July, 1988 per full-time student or $109 plus the CPI adjustment to July, 1988, whichever is greater.
THIRD (7/1/89-6/30/90)	Thirteen Cents (13¢) plus the CPI adjustment to July, 1989 per full-time student or $109 plus the CPI adjustment to July, 1989, whichever is greater.
FOURTH (7/1/90-6/30/91)	Thirteen Cents (13¢) plus the CPI adjustment to July, 1990 per full-time student or $109 plus the CPI adjustment to July, 1990, whichever is greater.
FIFTH (7/1/91-6/30/92)	Thirteen Cents (13¢) plus the CPI adjustment to July, 1991 per full-time student or $109 plus the CPI adjustment to July, 1991, whichever is greater.

All license fees based upon the number of full-time students shall be computed to the nearest tenth of a cent and all minimums to the nearest cent.

R

APR 07 1988

BMI • 320 West 57th Street, New York, NY 10019 • 212-586-2000 • Telex 127823
Cable Address: Brocastmus NY

April 1, 1988

Dear Licensee:

Enclosed, for your records, is a fully executed copy of your renewal BMI License Agreement.

We thank you and look forward to continuing our long and mutually valued association.

Should you have any questions, do not hesitate to call or write us.

Very truly yours,

Sal Marchese

Sal Marchese
Operations Supervisor
Licensing Department

/sb

BROADCAST MUSIC, INC.

320 WEST 57TH STREET, NEW YORK, NEW YORK 10019

FOR PUBLIC PERFORMANCE OF BMI COPYRIGHTED MUSIC AS PER LICENSE AGREEMENT

LICENSED PREMISES:
MIDDLEBURY COLLEGE
SERVICE BUILDING
MIDDLEBURY VT 05753

ACCOUNT NO. 2010253
LICENSE TYPE 58
DATE 03/01/88
LICENSE FEE FOR CURRENT PERIOD 265.46

EXPLANATION OF CURRENT BALANCE	PERIOD	CHARGES & CREDITS
PREVIOUS BALANCE AS OF	02/01/88	.00
BILLING ADJUST	07/87 - 06/88	~~265.46~~
	2,014@.13	261 82
GROUP NO. 3-7-88	TOTAL	~~265.46~~

PERIOD	BILLED TO DATE	PAYMENTS AND ADJ.	BALANCE
07/01/87-06/30/88	~~265.46~~	.00	~~265.46~~
	261 82		261 82
TOTAL			~~265.46~~ 261 82

PLEASE PAY THIS AMOUNT

THE FOLLOWING PERIODS ARE STILL UNREPORTED
07/01/87-06/30/88

26-501-10

MAILING ADDRESS
2010253-58
MIDDLEBURY COLLEGE
SERVICE BUILDING
MIDDLEBURY VT 05753
JAMES D ROSS BSNS MGR

PLEASE RETURN THIS COPY WITH YOUR REMITTANCE PLEASE INDICATE ACCOUNT NO. ON YOUR CHECK

FOR BMI USE ONLY

FOR BMI USE ONLY — REPORT FORM C/U-88-ONE TIER

TOTAL SUBJECT TO CALCULATIONS	20-29								
CALCULATED FEE	30-37								
CREDIT BILL	54								
FINAL BILL	55								

OCT 07 1988

BMI BROADCAST MUSIC, INC.
320 WEST 57TH STREET
NEW YORK, NEW YORK 10019

A*36* *010180*1*00026182 2010253

COLLEGE/UNIVERSITY: **** PREMISE ADDRESS ****
MIDDLEBURY COLLEGE
SERVICE BUILDING 2010253-58 2010253
MIDDLEBURY VT 05753

THIS STATEMENT IS TO BE SUBMITTED ON OR BEFORE 11/01/88

I HEREBY CERTIFY THAT FULL-TIME STUDENTS* FOR THE FALL TERM OF 1988 (YEAR) ARE AS FOLLOWS:

(1)	The number of full-time undergraduate students is	1,978
(2)	The number of full-time graduate students is	
(3)	The number of part-time undergraduate and graduate students is _____ which when divided by three (3) equals a full-time equivalency of	
(4)	The total number of "full-time students" is therefore	1,978 TOTAL

ADD

PARAGRAPH 3(b) OF YOUR BMI LICENSE AGREEMENT REQUIRES YOU TO FURNISH A STATEMENT EACH YEAR BY NOVEMBER 1, OF FULL-TIME STUDENT* ENROLLMENT FOR THE CURRENT FALL TERM. THIS FIGURE WILL ESTABLISH THE LICENSE FEE FOR THE CURRENT CONTRACT YEAR WHICH COMMENCED LAST JULY 1, AND WILL END NEXT JUNE 30. WE WILL INVOICE YOU JANUARY 1, PURSUANT TO THIS REPORT. ACCORDINGLY, WOULD YOU KINDLY COMPLETE THE ABOVE STATEMENT AND RETURN THIS FORM TO US IN THE ENVELOPE PROVIDED.

*"Full-time students" as used herein shall be the sum of (i) all full-time undergraduate and graduate students and (ii) one-third of all part-time undergraduate and graduate students. If during the term of this Agreement, the method of converting part-time students to a full-time equivalency as indicated in subsection (ii) of this Paragraph 1(c) is changed from the Integrated Postsecondary Education Data System (IPEDS) or any superseding Survey conducted annually by the Department of Education, such different method of conversion shall be deemed substituted in said subsection (ii) as of the effective Fall academic term.

[ ][ ][ ][ ][ ][ ][ ] — 5 8
ACCOUNT NO.

[ ] Check if new address

Middlebury College
NAME OF LICENSEE

By James D. Ross
To be signed by either auditor or officer

James D. Ross, Business Mgr.
PRINT NAME AND TITLE

JAMES D ROSS BSNS MGR
MIDDLEBURY COLLEGE
SERVICE BUILDING
MIDDLEBURY VT 05753

DO NOT USE THESE SPACES		
RECEIVED	ACCOUNTING	REVIEWED

FOR BMI USE ONLY REPORT FORM C/U-88-ONE TIER

TOTAL SUBJECT TO CALCULATIONS	20-29								
CALCULATED FEE	30-37								
CREDIT BILL	54								
FINAL BILL	55								

BMI BROADCAST MUSIC, INC.
320 WEST 57TH STREET
NEW YORK, NEW YORK 10019

A*36* *010180*1*00026703 2010253

COLLEGE/UNIVERSITY: **** PREMISE ADDRESS ****

MIDDLEBURY COLLEGE
SERVICE BUILDING
MIDDLEBURY VT 05753

2010253-58

OCT 0 9 1989

2010253

THIS STATEMENT IS TO BE SUBMITTED ON OR BEFORE 10/30/89

I HEREBY CERTIFY THAT FULL-TIME STUDENTS* FOR THE FALL TERM OF 1989 (YEAR) ARE AS FOLLOWS:

(1) The number of full-time undergraduate students is 2,033

(2) The number of full-time graduate students is .....

(3) The number of part-time undergraduate and graduate students is _____ which when divided by three (3) equals a full-time equivalency of .....

(4) The total number of "full-time students" is therefore ..... 2,033 TOTAL

ADD

PARAGRAPH 3(b) OF YOUR BMI LICENSE AGREEMENT REQUIRES YOU TO FURNISH A STATEMENT EACH YEAR BY NOVEMBER 1, OF FULL-TIME STUDENT* ENROLLMENT FOR THE CURRENT FALL TERM. THIS FIGURE WILL ESTABLISH THE LICENSE FEE FOR THE CURRENT CONTRACT YEAR WHICH COMMENCED LAST JULY 1, AND WILL END NEXT JUNE 30. WE WILL INVOICE YOU JANUARY 1, PURSUANT TO THIS REPORT. ACCORDINGLY, WOULD YOU KINDLY COMPLETE THE ABOVE STATEMENT AND RETURN THIS FORM TO US IN THE ENVELOPE PROVIDED.

*"Full-time students" as used herein shall be the sum of (i) all full-time undergraduate and graduate students and (ii) one-third of all part-time undergraduate and graduate students. If during the term of this Agreement, the method of converting part-time students to a full-time equivalency as indicated in subsection (ii) of this Paragraph 1(c) is changed from the Integrated Postsecondary Education Data System (IPEDS) or any superseding Survey conducted annually by the Department of Education, such different method of conversion shall be deemed substituted in said subsection (ii) as of the effective Fall academic term.

ACCOUNT NO. — 5 8

☐ Check if new address

Middlebury College
NAME OF LICENSEE

By James D. Ross
To be signed by either auditor or officer

James D. Ross, Bus. Mgr.
PRINT NAME AND TITLE

JAMES D ROSS BSNS MGR
MIDDLEBURY COLLEGE
SERVICE BUILDING
MIDDLEBURY VT 05753

DO NOT USE THESE SPACES		
RECEIVED	ACCOUNTING	REVIEWED

FOR BMI USE ONLY — REPORT FORM C/U-88-ONE TIER

TOTAL SUBJECT TO CALCULATIONS	20-29									
CALCULATED FEE	30-37									
CREDIT BILL	54									
FINAL BILL	55									

BMI BROADCAST MUSIC, INC.
320 WEST 57TH STREET
NEW YORK, NEW YORK 10019

A*36* *010180*1*00028869 2010253

COLLEGE/UNIVERSITY: **** PREMISE ADDRESS ****

OCT 0 9 1990

MIDDLEBURY COLLEGE
SERVICE BUILDING
MIDDLEBURY VT 05753

2010253-58 2010253

THIS STATEMENT IS TO BE SUBMITTED ON OR BEFORE 10/30/90

I HEREBY CERTIFY THAT FULL-TIME STUDENTS* FOR THE FALL TERM OF 1990 (YEAR) ARE AS FOLLOWS:

(1) The number of full-time undergraduate students is 2,001

(2) The number of full-time graduate students is ..... -0-

(3) The number of part-time undergraduate and graduate students is _____ which when divided by three (3) equals a full-time equivalency of ..... -0-

(4) The total number of "full-time students" is therefore ..... 2,001 TOTAL

ADD

PARAGRAPH 3(b) OF YOUR BMI LICENSE AGREEMENT REQUIRES YOU TO FURNISH A STATEMENT EACH YEAR BY NOVEMBER 1, OF FULL-TIME STUDENT* ENROLLMENT FOR THE CURRENT FALL TERM. THIS FIGURE WILL ESTABLISH THE LICENSE FEE FOR THE CURRENT CONTRACT YEAR WHICH COMMENCED LAST JULY 1, AND WILL END NEXT JUNE 30. WE WILL INVOICE YOU JANUARY 1, PURSUANT TO THIS REPORT. ACCORDINGLY, WOULD YOU KINDLY COMPLETE THE ABOVE STATEMENT AND RETURN THIS FORM TO US IN THE ENVELOPE PROVIDED.

*"Full-time students" as used herein shall be the sum of (i) all full-time undergraduate and graduate students and (ii) one-third of all part-time undergraduate and graduate students. If during the term of this Agreement, the method of converting part-time students to a full-time equivalency as indicated in subsection (ii) of this Paragraph 1(c) is changed from the Integrated Postsecondary Education Data System (IPEDS) or any superseding Survey conducted annually by the Department of Education, such different method of conversion shall be deemed substituted in said subsection (ii) as of the effective Fall academic term.

ACCOUNT NO. 5 8

☐ Check if new address

Middlebury College
NAME OF LICENSEE

By _____
To be signed by either auditor or officer

James D. Ross, Business Mgr.
PRINT NAME AND TITLE

Mailed orig 10/09/90 B.

JAMES D ROSS BSNS MGR
MIDDLEBURY COLLEGE
SERVICE BUILDING
MIDDLEBURY VT 05753

DO NOT USE THESE SPACES		
RECEIVED	ACCOUNTING	REVIEWED

BMI BROADCAST MUSIC, INC.
320 WEST 57TH STREET
NEW YORK, NEW YORK 10019

JAN 03 1990

FOR PUBLIC PERFORMANCE OF BMI COPYRIGHTED MUSIC AS PER LICENSE AGREEMENT

LICENSED PREMISES

MIDDLEBURY COLLEGE
SERVICE BUILDING
MIDDLEBURY VT 05753

FEE FOR CONTRACT YEAR ENDING 6/30/89
INCLUDES A CONSUMER PRICE INDEX (CPI) AD-
JUSTMENT RESULTING IN A RATE OF 13.5 CENTS
PER FTE STUDENT ENROLLMENT.

ACCOUNT NO.	2010253
LICENSE TYPE	58
DATE	01/01/90
LICENSE FEE FOR CURRENT PERIOD	288.69

EXPLANATION OF CURRENT BALANCE	PERIOD	CHARGES & CREDITS
PREVIOUS BALANCE AS OF	12/01/89	00
YEARLY FEE FOR PERIOD	07/89 - 06/90	28869
26-501-10		
[signature] 1-5-89		
GROUP NO.	TOTAL	288.69

PERIOD	BILLED TO DATE	PAYMENTS AND ADJ.	BALANCE
07/01/89-06/30/90	28869	00	28869
		TOTAL	288.69

PLEASE PAY THIS AMOUNT

MAILING ADDRESS

2010253-58
MIDDLEBURY COLLEGE
SERVICE BUILDING
MIDDLEBURY VT 05753
JAMES D ROSS BSNS MGR

CUSTOMER'S COPY

BMI

JAN 1 0 1991

January 8, 1991

ATTENTION COLLEGE AND UNIVERSITY LICENSEES:

Our January 1, 1991 billing statement contains a computer error in the caption at the top of the invoice. The caption should have indicated for the current contract year ending 6/30/91 the CPI adjusted rate of:

14.9 cents not 14.2 cents (the rate for the previous contract year).

However please be aware that your 1990/1991 fee is correctly stated as it was calculated based on the current CPI adjusted rate.

Please accept our apologies for any inconvenience or confusion which may have resulted from our computer oversight. If you have any questions please us call toll free at 1-800-366-4264.

Thank you,

LICENSEE SERVICES

1 Tier/58

320 West 57th Street, New York, New York 10019 (212) 586-2000 Telex: 127823

FOR BMI USE ONLY

REPORT FORM C/U-88-ONE TIER

TOTAL SUBJECT TO CALCULATIONS	20-29								
CALCULATED FEE	30-37								
CREDIT BILL	54								
FINAL BILL	55								

drig mailed 10/21/91 B.

BMI BROADCAST MUSIC, INC.
320 WEST 57TH STREET
NEW YORK, NEW YORK 10019

A*36* *010180*1*00029815 2010253

COLLEGE/UNIVERSITY:
MIDDLEBURY COLLEGE
SERVICE BUILDING
MIDDLEBURY VT 05753

**** PREMISE ADDRESS ****
2010253-58

2010253

THIS STATEMENT IS TO BE SUBMITTED ON OR BEFORE 11/15/91

I HEREBY CERTIFY THAT FULL-TIME STUDENTS* FOR THE FALL TERM OF 1991 (YEAR) ARE AS FOLLOWS:

(1) The number of full-time undergraduate students is 2,171

(2) The number of full-time graduate students is ..... _____

(3) The number of part-time undergraduate and graduate students is _____ which when divided by three (3) equals a full-time equivalency of ..... _____

(4) The total number of "full-time students" is therefore ..... 2,171 TOTAL

ADD

PARAGRAPH 3(b) OF YOUR BMI LICENSE AGREEMENT REQUIRES YOU TO FURNISH A STATEMENT EACH YEAR BY NOVEMBER 1, OF FULL-TIME STUDENT* ENROLLMENT FOR THE CURRENT FALL TERM. THIS FIGURE WILL ESTABLISH THE LICENSE FEE FOR THE CURRENT CONTRACT YEAR WHICH COMMENCED LAST JULY 1, AND WILL END NEXT JUNE 30. WE WILL INVOICE YOU JANUARY 1, PURSUANT TO THIS REPORT. ACCORDINGLY, WOULD YOU KINDLY COMPLETE THE ABOVE STATEMENT AND RETURN THIS FORM TO US IN THE ENVELOPE PROVIDED.

*"Full-time students" as used herein shall be the sum of (i) all full-time undergraduate and graduate students and (ii) one-third of all part-time undergraduate and graduate students. If during the term of this Agreement, the method of converting part-time students to a full-time equivalency as indicated in subsection (ii) of this Paragraph 1(c) is changed from the Integrated Postsecondary Education Data System (IPEDS) or any superseding Survey conducted annually by the Department of Education, such different method of conversion shall be deemed substituted in said subsection (ii) as of the effective Fall academic term.

ACCOUNT NO. — 5 8

☐ Check if new address

Middlebury College
NAME OF LICENSEE

By James D. Ross
To be signed by Father Auditor or officer

James D. Ross, Bus Mgr
PRINT NAME AND TITLE

JAMES D ROSS BSNS MGR
MIDDLEBURY COLLEGE
SERVICE BUILDING
MIDDLEBURY VT 05753

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RECEIVED	ACCOUNTING	REVIEWED

PFIZER DATA PRODUCTS, INC. 212-880-3500

2010253-58

58

BMI MUSIC PERFORMANCE AGREEMENT

COLLEGE /UNIVERSITY- ONE TIER - 92

(COMPLETE ALL SHADED AREAS BELOW)

LI-92/11-58

FEB 18 1993

THIS AGREEMENT made and entered into on *(Date will be Entered By BMI Upon Execution)* _____ 19____ between BROADCAST MUSIC, INC., a New York corporation with its principal offices located at 320 West 57th Street, New York, N.Y. 10019, hereinafter referred to as BMI, and

COPY

RECEIVED FEB 18 1993

Middlebury College

(Legal Name of LICENSEE and Name of Institution)

a college or university with its principal offices located at Service Building

City of Middlebury State VT Zip 05753

Tel. No. (_____) _____ Fice Code Number 003691

Area Code

hereinafter referred to as LICENSEE;

WITNESSETH:

WHEREAS, BMI has entered into agreements with various writers, publishers and other organizations, whereby public performance rights to various musical compositions which have vested in and/or are controlled by said writers, publishers and organizations have been either assigned, transferred and/or granted to BMI; and

WHEREAS, BMI is empowered to license the public performances of those musical compositions contained in its repertoire on a non-exclusive basis; and

WHEREAS, LICENSEE is an institution of higher education generally referred to as a college or university and desires the right to publicly perform those musical compositions as BMI may, during the period hereof, have the right to license;

WHEREAS, BMI and LICENSEE desire to enter into an agreement on a nonprejudicial basis which shall apply for the term of this Agreement only and shall not be binding upon or prejudicial to any position taken by either of the parties for any period subsequent to the termination of this Agreement;

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. DEFINITIONS

(a) "LICENSEE" as used herein shall include the named institution and any of its constituent bodies, agencies, or organizations which within the specific context to which this license is to apply maintain a substantial nexus to the named institution and/or over which the named institution has control or authority.

(b) "Premises" shall include LICENSEE's campus(es) and any site located off LICENSEE's campus(es) which has been engaged for use by an organization referred to in Paragraph 1(a). However, in the event LICENSEE has a pecuniary interest in an establishment or property which is not directly related to LICENSEE's educational purposes or where the intended primary purpose of such establishment or property is not for the use of LICENSEE's students at which establishment or property musical compositions are being performed publicly, it is specifically understood and agreed to by LICENSEE that this Agreement shall not apply to such other establishment or property.

(c) "Full-time students" as used herein shall be the sum of (i) all full-time undergraduate and graduate students and (ii) one-third of all part-time undergraduate and graduate students. If during the term of this Agreement, the method of converting part-time students to a full-time equivalency as indicated in subsection (ii) of this Paragraph 1 (c) is changed from the Integrated Postsecondary Education Data System (IPEDS) or any superseding Survey conducted annually by the Department of Education, such different method of conversion shall be deemed substituted in said subsection (ii) as of the effective Fall academic term.

(d) "Term" shall mean the period commencing July 1, 1992 and ending June 30, 1997. "First Contract Year" shall mean the period commencing July 1, 1992 and ending June 30, 1993. "Second Contract Year" shall mean the period commencing July 1, 1993 and ending June 30, 1994. "Third Contract Year" shall mean the period commencing July1, 1994 and ending June 30, 1995.

RECEIVED
COPY

"Fourth Contract Year" shall mean the period commencing July 1, 1995 and ending June 30, 1996. "Fifth Contract Year" shall mean the period commencing July 1, 1996 and ending June 30, 1997.

(e) "Musical attractions" shall mean concerts, stage shows, variety shows, symphonies, recitals, chamber music and other similar performances presented by or under commitment to LICENSEE.

(f) "Campus radio broadcasting station" shall be limited to a radio broadcasting station whose gross income derived from the sale of air time is less than $10,000 annually.

(g) "CPI adjustment" shall mean the difference in the Consumer Price Index (Urban, All Items), as determined by the United States Department of Labor, between July, 1992 and July of the specified contract year.

2. BMI hereby grants to LICENSEE for the term of this Agreement a non-exclusive license to perform or cause the public performance at LICENSEE's premises, including, but not limited to, campus radio broadcasting stations, all of the musical works (including, but not limited to, when performed as part of musical attractions) presented by or under commitment to LICENSEE to which BMI shall have the right to grant public performance licenses. This license does not extend to performances of music via any form of televised transmission, whether over-the-air broadcast, cable, satellite or otherwise. This license also does not include (i)dramatic rights, the right to publicly perform dramatico-musical works in whole or in substantial part, the right to present individual works in a dramatic setting or the right to perform the music licensed hereunder in any other context which may constitute an exercise of the "grand rights" therein or (ii) performances of music by means of a coin operated phonorecord player (jukebox) as defined in the Copyright Law (17 U.S.C. 116). This license is not assignable, and no rights other than those mentioned are included in this license.

3. In consideration of the license granted herein, LICENSEE agrees to pay BMI the following license fees:

(a) LICENSEE shall pay BMI for each contract year for all uses of music, including, but not limited to, campus radio broadcasting stations, the "Per Student Fee" set forth in Schedule "A" which is included and made a part of this Agreement. This fee will be based upon the number of full-time students as defined in Paragraph 1(c) which are reported in accordance with Paragraph 3(b). If LICENSEE operates campus radio broadcasting stations as defined in this Agreement, the call letters are WRMC FM
ATTACH LIST IF MORE SPACE REQUIRED

(b) For the First Contract Year, the number of full-time students as defined in Paragraph 1(c) shall be reported for the Fall 1992 academic term upon execution of this Agreement.

LICENSEE represents that for the Fall 1992 academic term:

(i) The number of full-time undergraduate students is 2076

(ii) The number full-time graduate students is 5

(iii) The number of part-time undergraduate and graduate students is 31 which when divided by three (3) equals a full-time equivalency of 10

(iv) The total number of "full-time students" is therefore ..... 2091 TOTAL

ADD

which when multiplied by the Schedule A fee for the First Contract Year of 16 1/2 ¢ equals 345.01 ...$ _____

and that amount, or $135, whichever is greater, is the fee due BMI by LICENSEE for the First Contract Year. The Per Student Fee due BMI pursuant to this Agreement for the First Contract year shall be paid by LICENSEE to BMI on or before February 1, 1993.

On or before November 1, 1993, November 1, 1994, November 1, 1995 and November 1, 1996, LICENSEE shall report to BMI, on forms to be supplied by BMI, the number of full-time students as defined in Paragraph 1 (c) for the fall academic term of the contract year, which will establish the Per Student Fee for the Second, Third, Fourth and Fifth Contract Years in accordance with Schedule A. In addition, LICENSEE shall report the call letters, annual revenue derived from the sale of air time and such other information as BMI may reasonably require with regard to any campus radio broadcasting station(s). The Per Student Fee due BMI pursuant to the Agreement for the Second, Third, Fourth and Fifth Contract Years shall be paid by LICENSEE TO BMI on or before the 20th day of January 1994, 1995, 1996 and 1997.

(c) LICENSEE shall deliver to BMI for each calendar quarter, by the tenth (10th) day following the end of the calendar quarter, copies of any programs of the musical works presented by LICENSEE in its musical attractions during such quarter. Programs prepared for audiences or for the LICENSEE's own use are to be included, and shall include the presentation of encores to the extent possible. Nothing contained herein shall be deemed to require LICENSEE to deliver material not otherwise prepared.

4. All campus radio broadcasting stations licensed pursuant to this Agreement shall, upon written request from BMI made on not less than two (2) weeks notice specifying the prospective period to be covered by the request, agree to furnish BMI weekly lists of each station's performances of all musical works, indicating the compositions performed by title and composer or by such other convenient method as may be designated by BMI, but such lists need not be furnished for more than two (2) weeks for each contract year of the term of this Agreement.

PLEASE COMPLETE SHADED AREAS ONLY

5. BMI, upon giving reasonable notice to LICENSEE in writing, shall have the right to examine the books and records of account of LICENSEE which pertain solely to this Agreement and which may be necessary to verify any statements rendered and accountings made hereunder.

6. The parties hereto reserve all rights and privileges accorded pursuant to the Copyright Act of 1976, effective January 1, 1978.

7. In the event that BMI, at any time during the term of this Agreement, shall, for the same class and category as that of LICENSEE, issue licenses granting rights similar to those in this Agreement on a more favorable basis, BMI shall, for the balance of the term, offer LICENSEE a comparable agreement. The election restrictions contained in Paragraph 11 of this Agreement shall not apply to any offer and acceptance pursuant to this paragraph.

8. BMI agrees to indemnify, save harmless and defend LICENSEE, its officers and employees, from and against any and all claims, demands or suits that may be made or brought against them or any of them with respect to the performance of any material licensed under this Agreement. Such indemnity shall be limited to works which are licensed by BMI at the time of LICENSEE's performances, and to works which are, pursuant to a written request by LICENSEE, specifically represented in writing by an Officer of BMI in answer to said written request by LICENSEE, to be licensed by BMI at the time of LICENSEE's performance. LICENSEE agrees to give BMI immediate notice of any such claim, demand or suit, to deliver to BMI any papers pertaining thereto, and to cooperate with BMI with respect thereto, and BMI shall have full charge of the defense of any such claim, demand or suit.

9. Upon any breach or default of the terms and conditions of this Agreement, BMI may, at its sole option, cancel this Agreement with not less than sixty (60) days notice in writing to LICENSEE. The right to cancel shall be in addition to any and all other remedies which BMI may have. No waiver by BMI of full performance of this Agreement by LICENSEE in any one or more instances shall be deemed a waiver of the right to require full and complete performance of this Agreement thereafter or of the right to cancel this Agreement in accordance with the terms of this paragraph. In the event of such cancellation, BMI agrees to refund to LICENSEE any unearned license fees paid in advance to BMI by LICENSEE.

10. In the event LICENSEE ceases to operate as an institution of higher education, or where LICENSEE ceases the public performance of music licensed by BMI, LICENSEE may cancel this Agreement upon giving sixty (60) days notice in writing to BMI. The right to cancel shall be in addition to any and all other remedies which LICENSEE may have. In the event of such cancellation, BMI agrees to refund to LICENSEE any unearned license fees paid in advance to BMI by LICENSEE.

11. LICENSEE may at the beginning of a contract year and upon giving sixty (60) days written notice to BMI, elect to enter into and execute the College/University Two Tier License offered by BMI, and BMI shall comply with such election. This election may be exercised by LICENSEE only once during the term of this Agreement. If LICENSEE so elects, it is understood that no refund will be due LICENSEE from BMI for license fees.

12. All cancellation and election notices, if any, shall be given in writing by United States *certified* mail sent to either party at the address set forth above. Each party agrees to inform the other, in writing, of any change of address.

13. (a) All disputes of any kind, nature or description arising in connection with the terms and conditions of this Agreement shall be submitted to the American Arbitration Association in New York, New York for arbitration under its then prevailing rules, the arbitrator(s) to be selected as follows: Each of the parties hereto shall, by written notice to the other, have the right to appoint one arbitrator. If within ten (10) days following the giving of such notice by one party, the other shall not, by written notice, appoint another arbitrator, the first arbitrator shall be the sole arbitrator. If two arbitrators are so appointed, they shall appoint a third arbitrator. If ten (10) days elapse after the appointment of the second arbitrator and the two arbitrators are unable to agree upon the third arbitrator, then either party may, in writing, request the American Arbitration Association to appoint the third arbitrator. The award made in the arbitration shall be binding and conclusive on the parties and judgment may be, but need not be, entered into any court having jurisdiction. Such award shall include the fixing of the costs, expenses and attorneys' fees of arbitration, which shall be borne by the unsuccessful party.

(b) In the event LICENSEE elects to waive the terms set forth in Paragraph 13(a), LICENSEE must cross out Paragraph 13(a) and initial the space provided to the left of Paragraph 13(a).

14. This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and shall not be binding until signed by both parties. This Agreement cannot be waived or added to or modified orally and no waiver, addition or modification shall be valid unless in writing and signed by the parties.

IN WITNESS WHEREOF, this Agreement has been executed in duplicate originals by the duly authorized representatives of BMI and LICENSEE all as of the date above written.

(To Be Completed by BMI)	(To Be Completed by LICENSEE)
BROADCAST MUSIC, INC.	President of Fellows of Middlebury College LICENSEE (Legal Name)
By _____ (Signature)	Sign here ▸ By George W. Whitney Jr. (Signature)
Thomas G. Annastas (Print name of signer) THOMAS G. ANNASTAS	George W. Whitney Jr. (Print name of signer)
VICE PRESIDENT GENERAL LICENSING (Title of signer)	Director of Operations (Title of signer)

SCHEDULE A

LICENSEE shall pay to BMI the following Per Student Fee:

CONTRACT YEAR	LICENSE FEE
FIRST (7/1/92-6/30/93)	Sixteen and one-half cents (16 1/2¢) per full time student or $135, whichever is greater.
SECOND (7/1/93-6/30/94)	Sixteen and one-half cents (16 1/2¢) plus the CPI adjustment to July, 1993, per full-time student or $135 plus the CPI adjustment to July, 1993, whichever is greater.
THIRD (7/1/94-6/30/95)	Sixteen and one-half cents (16 1/2¢) plus the CPI adjustment to July, 1994, per full-time student or $135 plus the CPI adjustment to July, 1994, whichever is greater.
FOURTH (7/1/95-6/30/96)	Sixteen and one-half cents (16 1/2¢) plus the CPI adjustment to July, 1995, per full-time student or $135 plus the CPI adjustment to July, 1995, whichever is greater.
FIFTH (7/1/96-6/30/97)	Sixteen and one-half cents (16 1/2¢) plus the CPI adjustment to July, 1996, per full-time student or $135 plus the CPI adjustment to July, 1996, whichever is greater.

All license fees based upon the number of full-time students shall be computed to the nearest tenth of a cent and all minimums to the nearest cent.

PLEASE COMPLETE SHADED AREAS ONLY

BMI

RE: Your BMI Music Performance Agreement

Dear Licensee:

Thank you for licensing with BMI. I am pleased to enclose an executed copy of your BMI Music Performance Agreement -- your authorization to use any or all of the music created by the more than 130,000 songwriters, composers and publishers whose music copyrights BMI represents.

Your institution can continue to enjoy BMI's vast repertoire of songs encompassing popular, rock, jazz, concert music, country, gospel, as well as, Broadway show tunes and motion picture music. In fact, your agreement allows your institution legal access to more than two million copyrighted songs.

Also enclosed is a copy of our magazine, BMI Music World: Special Licensing Issue which is filled with a wealth of information about BMI and the music industry. In addition, your licensee package contains a BMI decal to display, letting your students, faculty and staff know that you support the writers of the music they enjoy.

On behalf of BMI's songwriters, composers and music publishers we thank you for your cooperation and support.

Sincerely,

Thomas G. Annastas
Vice President
General Licensing

320 West 57th Street, New York, New York 10019 (212) 586-2000 Telex: 127823